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The Solicitors' Journal.

LONDON, JUNE 27, 1874.

WE ARE INFORMED that Mr. C. H. Walton has been appointed Master of the Court of Exchequer, in the place of Mr. Templer, whose death we recorded last week. Mr. Walton is the son of Mr. W. H. Walton, who has for many years held the offices of Master of the Court of Exchequer and Queen's Remembrancer. The Court of Exchequer, it may be remarked, is distinguished above most others by its family character. Formerly presided over by Chief Baron Pollock, it now includes among its members a son of that judge, and among its officers two masters and an associate belonging to the same family.

THE COURT OF COMMON PLEAS have this week decided on special cases three election petitions, all of which raised questions of considerable legal as well as general interest. In the Launceston case the question simply was whether the English court would or would not act upon the decision of the Irish court in *Trench* v. *Nolan* (20 W. R. 833). At the time that decision was given (see 16 S. J. 603, 604) we expressed the opinion that it was not in accordance with the law as previously understood, and that its correctness was doubtful. The event has justified our opinion; and henceforth it probably will not be doubted that although acts of bribery or illegality in the course of an election will disqualify a candidate from being then elected, yet that votes given for him at that election after notice of the act of bribery or illegality will not be considered thrown away, so as to seat the rival candidate. But for the fact that three judges out of four in the Irish court had thought the contrary, there would be little difficulty in arriving at this conclusion.

In the Petersfield case the question discussed was whether the register was conclusive not only of the right of a person whose name appeared on it to receive a ballot paper and have his vote counted by the returning officer, but also conclusive of the validity of his vote. This turned upon the construction to be placed upon the 7th section of the Ballot Act, in conjunction with the fact of the repeal by that Act of numerous sections of former Acts dealing with the subject. Of course the court had to take the Act as it found it, and construe it as if the Legislature had meant to provide for the case. The history of the Ballot Act, however, at once explains the difficulty. The repealing clauses were in the Bill when it was first introduced, and in its original shape absolute secrecy was contemplated—there was no provision for counterfoils and no possibility of any scrutiny. The Lords introduced the system of counterfoils, but no one took the trouble to make the alterations in the rest of the bill which ought to have been made in order to render the whole scheme consistent. Sir Henry James, who was almost the only member who had a good practical knowledge of the subject, and who had paid great attention to the details of the measure so long as it was in accordance with his own views, strenuously opposed the system of counterfoils, and of course did nothing towards incorporating it neatly into the Bill. The 7th section was to some extent altered in its wording after the Bill was introduced, but it is clear that it was never revised after the introduction of the system of counterfoils, so as to bring it into accordance with the scheme as so altered. We fully drew attention to these difficulties created by the 7th section and the repeal clauses in our remarks on the Ballot Act at the time of its passing (see 16 S. J. 861, 862).

The task before the Common Pleas of putting an intelligible construction on the statute was a difficult one. It may be that the construction adopted was the better of the two which were brought prominently before the court. We own, however, that we should have been more satisfied with a decision to the effect that "prohibited from voting" in the section meant "disqualified from voting"—the result of which would be that the register would be conclusive as to the qualification of the voter, that is, as to his occupation, rating, and the like, but not conclusive as to the point whether or not he was personally disqualified. It is not quite clear what the court meant by saying that this proviso only applied to "persons not having the *status* of voters, such as peers, women, convicted criminals, or the like." It would appear that paupers ought to come in this category. There is authority for saying that paupers are disqualified at common law; we presume the reason why the court thought they would not come in the same category as the classes enumerated is that the statutory disqualifications of paupers (2 Will. 4, c. 45, s. 36, and 30 & 31 Vict. c. 102, s. 40) are expressly stated as disqualifications for "being registered." It does not seem to us, however, that this is at all conclusive to show that there is no common law disqualification from voting: on the contrary, the section in the Act of Will. 4 refers to the disqualification as existing "by the law of Parliament."

In the Boston case the difficulties arose principally from the manner in which the scrutiny had been conducted and the point reserved. The point upon the construction of the statute was easily disposed of by the court, and few persons will be likely to question that it was rightly decided that for the purpose of striking off a vote under the 25th section of the Ballot Act it is as necessary under the new as under the previous law to show that the bribe was corruptly received as well as corruptly given. Whether corrupt giving is *primâ facie* evidence of corrupt receiving was the further question argued, and it is undoubtedly a question of some nicety, but one which we think cannot be answered generally. It must depend upon the mode of giving. In the Boston case, so far as appears, all the circumstances which induced the judge to find the giving corrupt were well known at the time, and therefore may be assumed to have been known to the receivers. That certainly makes a *primâ facie* case of corrupt receiving. If, however, the evidence of corruption on the part of the giver consisted in facts not known to the receiver, it is difficult to see how the corrupt giving could be evidence of corrupt receiving.

THE COURT OF EXCHEQUER CHAMBER have had under consideration during the past week a point upon which there is some conflict of authority. The case before the court was that of *Knowlman* v. *Bluett*, in which the Court of Exchequer decided, last Michaelmas Term, that a contract by the defendant to pay for the support of some illegitimate children he had had by the plaintiff at the rate of £300 per annum was not a contract "not to be performed within a year" under section 4 of the Statute of Frauds, and therefore might be proved by parol evidence (22 W. R. 77, L. R. 9 Ex. 1, and see *ante* p. 39). The court further intimated that whether the contract was within the statute or not, the plaintiff, who was suing for the repayment of sums actually expended by her in maintaining the children, could still recover upon the common money counts for materials provided, &c.

The Court of Appeal have affirmed the judgm[illegible]

upon this latter ground. Some of the judges, at all events, entertained doubt whether the contract was not one which was within section 4 of the Statute of Frauds. Both parties certainly contemplated its continuance beyond the year; and the mere fact that it might terminate within the year, either by the death of all the children or by either party giving a notice to the other, is not, according to the authorities, enough to take it out of the statute (*Dobson* v. *Collis*, 4 W. R. 512 1 H. & N. 81).

The decision, therefore, seems to amount to a definite ruling that where the consideration is executed the statute does not apply. This proposition is at variance with the considered judgment of the Common Pleas in *Cocking* v. *Ward* (1 C. B. 858), although it is supported by the judicial *dictum* of Tindal, C.J., in *Souch* v. *Strawbridge* (2 C. B. 808), a case which the Exchequer considered to govern *Knowlman* v. *Bluett*. Mr. Justice Blackburn distinguished *Cocking* v. *Ward*, upon the ground that the judgment there proceeded upon the form of the pleadings. The promise was declared on in a special count, and the count could not be held proved unless the promise alleged was proved in terms. He also pointed out that Tindal, C.J., who was a party to the judgment, very shortly afterwards expressed the opinion we have referred to in *Souch* v. *Strawbridge*, thus indicating either that the prior case was decided upon technical considerations or else that he had modified his views.

We are far from saying that the Exchequer Chamber came to a wrong conclusion, but we cannot but think that the plaintiff owed her success, at least to some extent, to the apparent hardship of her case. She had actually supported the children at the defendant's request, and as Blackburn, J., said, it would have been inequitable to hold that she was not entitled to be repaid what she had expended.

THE HOUSE OF LORDS has decided the Mordaunt case in accordance with the opinion which nearly four years ago the Lord Chief Baron expressed in the Full Court of Divorce, and which we then ventured to think the true view (14 S. J. 850). Rejecting as fallacious the argument from the supposed analogy of criminal proceedings, upon which so much stress was laid by at least one of the judges in the court below, the Lords bring the question to this simple test—does the Divorce Act (21 & 22 Vict. c. 85), either by express words or necessary implication, prohibit proceedings for the dissolution of a marriage when the respondent has become incurably lunatic? There are no words to be found in the statute expressly excepting this case from the general provision binding the court, when it has satisfied itself, "so far as it reasonably can," as to certain facts, to pronounce a decree of dissolution of marriage. Can it then be inferred from the provisions of the Act that lunatics are excluded from it? No such inference can, in the opinion of the Lords, be drawn from the circumstance that no special provision is made for the conduct of the lunatic's defence; for the Court of Divorce, like other courts having civil jurisdiction, must be taken to possess the power of dealing with lunatic parties to a litigation, and of appointing guardians *ad litem* to defend their interests. If, therefore, in constituting the Divorce Court, the Legislature said nothing about lunatic respondents, the conclusion is that the court is to have the ordinary powers in this matter of a civil court. Nor can such an inference be derived from the so-called "reciprocity of charge and counter-charge" which has been said to have been made "a necessary part of the procedure under the Act," for not only may the counter-charge be established by other evidence than that of the respondent, but even granting that this cannot in all cases be done, the circumstance only goes to show that it might have been reasonable for the Legislature to have protected a lunatic in every case from the institution of proceedings for a divorce, but does not warrant the inference that it has actually done so. The Lords, in fact, refuse to legislate when they are called upon to interpret the law. We observe that one of the writers who dish up decisions for the evening papers confesses "to a feeling of disappointment that the highest tribunal in the land could do no more than enunciate, without any endeavour to extend the dry wording of the Act of Parliament." We imagine that the "feeling" of lawyers will be one of satisfaction that the highest tribunal of the realm has kept so strictly within the limits of its duty.

A FEW DAYS AGO in the Divorce Court an objection was raised by counsel to the production of an affidavit which had been sworn on Sunday. The Judge Ordinary having asked for an authority, was referred to the case of *Doe d. Williamson and Another* v. *Roe* (3 D. & L. 328), but as that case did not decide that an affidavit sworn on a Sunday is bad, and as, moreover, in that case the affidavit purported to have been sworn in court on a Sunday, the judge disallowed the objection. The distinction between acts which may and may not be lawfully done on Sunday is laid down in *Mackalley's case* (9 Co. R. 66 b.), where it was objected that Sunday is not *dies juridicus*, but "it was answered and resolved that no judicial act ought to be done on that day, but ministerial acts may be lawfully executed on the Sunday; for otherwise, peradventure, they can never be executed." By the subsequent statute, 29 Car. 2, c. 7, s. 6, it is provided that no person upon the Lord's-day shall serve or execute any writ, process, warrant, order, judgment, or decree except in cases of treason, felony, or breach of the peace. Lord Holt seems to have thought that this Act was "intended to restrain all sorts of legal proceedings" (Lord Raym. 705); but the section in question is carefully limited to a class of ministerial acts which does not include the administering of an oath. And even as regards arrest and serving of process the section has received a liberal construction. It has been held that a person may be arrested on Sunday on the Lord Chancellor's warrant on an order of commitment for contempt, and that any person, if he pleases, may voluntarily surrender himself to prison on Sunday (*Ex parte Whitchurch*, 1 Atk. 57). Moreover, it seems that a citation from a spiritual court may be served on Sunday (*Alanson* v. *Brookbank*, Carth. 504).

CONTEMPT OF COURT.

The "extraordinary jurisdiction" seems to be rapidly assuming the upper hand everywhere over constitutional and common law methods of trial. It may be admitted that to tamper with a public document is a very serious matter; and there are few public documents, perhaps none, with respect to which the offence *may* be more serious than those which are connected with judicial proceedings. But yet, on the other hand, it is manifest that there are many intervals between falsifying, for instance, a final judgment, and erasing from a document relating to an interlocutory proceeding an indorsement which would merely preclude a new application. We believe there can be no doubt that to tamper with such a document would be an indictable misdemeanour; but the Legislature has removed all possibility of doubt with respect to its criminal nature by expressly enacting (24 & 25 Vict. c. 96, s. 30) that "whosoever shall . . . unlawfully and maliciously cancel, obliterate, injure, or destroy the whole or any part of any record, &c., or of any original document whatsoever of or belonging to any court of record, or relating to any matter civil or criminal begun, depending, or terminated in any such court . . . shall be guilty of felony, and being convicted thereof shall be liable" to three years' penal servitude or two years' imprisonment.

The penalties thus enacted seem ample and exemplary, but the remedy provided by the Legislature has unfortunately one serious defect; it requires that conviction shall be upon indictment by the verdict of a *jury*. Such laws are made for men and not for gods; and the Court of Queen's Bench, despising the tardy procedure of

trial by jury, and waiving the well-meant but intrusive assistance of Parliament, prefers to protect itself and its suitors by pronouncing judgment upon the finding of the *court*.

This at least seems to be the effect of what occurred in the Queen's Bench on the last day of Trinity Term, when, as appears from the reports in the newspapers, a man named Jacobs was brought up on a charge of contempt of court. The charge was that he had erased from the back of a summons the words "no order" indorsed there by Brett, J., and had, by thus concealing from the master the fact that the judge had already adjudicated upon the summons, obtained from him the order which the judge had refused. It was stated by a correspondent writing to the *Times* (whose letter we printed last week) that the charge was not supported by any sworn testimony. This we believe was an error, and we have no doubt that the court had before it evidence on affidavit which satisfied it of the guilt of Jacobs. But, nevertheless, we must ask why, where an offence is charged for which common law and statute law provide a punishment and a constitutional mode of trial before a jury, and on evidence delivered in open court under oath and cross-examination, is it thought necessary to substitute for this procedure a trial without a jury and on affidavits? Courts of justice, it seems—that is, such of them as are superior courts of record—are too majestic to be taken under the wing of Parliament. They have too much inherent power, jurisdiction, and authority to borrow any elsewhere; and their proceedings are too swift and pressing to admit of any offence or obstruction being tried by the ordinary process of the common law. So at least they seem to think; we venture, however, to repeat, what we have already on several occasions expressed, that all this is (beyond a very narrow limit) absolutely incapable of proof; that there is no sufficient reason for the existence or the continuance of this jurisdiction, and that a power originally usurped, and contrary to the principles of the common law, has been of late carried to lengths which render what is in itself dangerous a great and obvious invasion of the liberty of the subject. We have nothing to do with the merits or demerits of the man Jacobs. He may be, as the Chief Justice described him, a "most litigious man," and we believe he has in fact proved himself so by bringing an action against one of the judges of the Queen's Bench itself. But we are not inclined to think the maxim a safe one in law *fiat experimentum in corpore vili*; we do not wish to see new experiments in criminal law tried upon persons with whom no one will sympathise. Neither, on the other hand, is this the proper opportunity to pronounce eulogiums on the high character and integrity of our judges. The Court of Queen's Bench is simply the Court of Queen's Bench, and Jacobs is merely a person charged before it with a criminal offence, and found guilty and sentenced without an indictment, a jury, or the cross-examination of witnesses in open court. If hard cases make bad law, we have reason to take care that good judges do not bring about the same result.

It has been of late frequently said by those whose opinion is entitled to respect, and we believe it is not without foundation, that the bench is becoming too strong, and that even the bar cannot anywhere point to leaders on whose moral courage it could thoroughly rely to defend its privileges. It seems to us that this is not the time to allow of a jurisdiction growing up and extending itself unopposed, which is silently withdrawing from the protection of trial by jury an important and considerable part of criminal law, and handing over to judges a paternal administration of fine and imprisonment.

From the Court of Queen's Bench to the judge of the Norwich County Court seems a very long step indeed; but in the exercise of bankruptcy jurisdiction it must be remembered that the county court is a branch of the great Court of Bankruptcy, which is a court of record, and has all the powers of the superior courts of law and equity. The judge of the county court, when he is administering bankruptcy, leaves the inferior place he usually occupies among the *dii minores* and sits among the greater deities. He is no longer liable to be treated as a learned county court judge was some time since, and to have his order of commitment for contempt of court set aside on the ground of the inferiority of his office. At least, if this is not the law (and there seems reason to say that it is), it is evidently the view of the law which is acted upon at Norwich. And here again a vain attempt has been made in rules drawn up under the Bankruptcy Act, 1869, and which are of statutory authority, to regulate the procedure of the court in respect of proceedings for contempt; and by the General Rules, 178 and 179, a mode has been provided in which the jurisdiction to commit for contempt is to be exercised. Those, however, who drew up the rules, though they provided for the case of "an application" to the court to commit for contempt, did not remember that the court might perhaps take it into its head to commit without any application, and probably would not have imagined how likely this was to occur. The judge of the Norwich County Court has therefore found himself possessed (or at any rate has thought himself possessed) of an unlimited jurisdiction to commit for so-called contempt of court; and instead of refusing the discharge of a debtor who did not answer questions quite to his satisfaction, or directing his prosecution for offences under the Fraudulent Debtors Act, he has summarily put him in prison until "further orders in the matter"—that is, we suppose, until the judge is of opinion that the bankrupt has come to a proper state of mind, and has told a story which is sufficiently satisfactory to the judge to induce him to let him go. The learned county court judge for Norwich may be the most frank and unsuspicious, the most cool and temperate, the most fair and even of all her Majesty's judges, high or low; but it may happen that bankrupts may have to appear under the like circumstances before judges less distinguished by these shining qualities; and we learn with regret (if indeed it is so) that the paternal administration of fine and imprisonment is for the future to be lodged, not only in the hands of judges selected from the highest of the profession, but in the hands of between fifty and sixty gentlemen, appointed by the Chancellor of the day for miscellaneous reasons, and many of whom first become known to the legal world by the announcement of their appointments.

FRAUDULENT PREFERENCE.

A case of great importance on this subject has recently been decided by the Lords Justices, and will be found reported in this week's issue of the *Weekly Reporter* (*Ex parte Butcher, re Meldrum*). The facts in the case raised the point to be decided in a singularly clear manner. Traders, finding themselves unable to pay their debts out of their own moneys, and intending to give their trade creditors a preference over their other creditors, made, among other payments to their trade creditors, a voluntary payment to one firm of such creditors by sending them the amount of their account, after deducting discount, about a fortnight before it was payable according to the usual custom of business between the parties. The creditors received the money without any notice that the debtors were insolvent, or that they themselves were being preferred. The debtors became bankrupts within three months after the payment. The question was whether the payment was a fraudulent preference within the 92nd section of the Bankruptcy Act, 1869, or whether the creditors were protected by the last words of the section, which provide that the section "shall not affect the rights of a purchaser, payee, or incumbrancer in good faith and for valuable consideration."

Now, if we look merely at the words of the 92nd section, it

seems hardly possible to come to the conclusion that the Legislature explicitly intended that the creditor preferred should be meant by or included in the expression "purchaser, payee, or incumbrancer in good faith and for valuable consideration." If the framer of the statute had the preferred creditor in his mind it is most unaccountable that he did not use the simple word "creditor." If he had not the creditor in his mind it is clear that he was contemplating a class of persons claiming under the creditor intended to be preferred. On this view the only word in the proviso which calls for any explanation is the word "payee." It has been contended that this word must mean, or at any rate include, the creditor. But if this is so how strange is the position of the word between two words descriptive of purchasers and mortgagees from the creditor. The word payee is, at any rate, capable of a meaning which shall put it on the same footing as the words on either side of it. It may mean, as pointed out in the recent case, the payee of a cheque or bill given by the debtor to the preferred creditor. Or it may mean any person to whom, on the nomination of the preferred creditor, the debtor pays part of his debt. Cases must occur in everyone's experience of persons referring one of their creditors for payment to one of their debtors without any formal assignment of the debt. Again, a creditor might have assigned his debt by way of security, and the debtor, with the statutory intention of preferring the original creditor, might pay the holder of the security. In all these cases the word payee would aptly designate the third person claiming under the creditor preferred. It may, perhaps, be too much to say that if the saving clause is to embrace creditors themselves, the effect of the 92nd section is to abolish the rule of fraudulent preference altogether. But it is at any rate strictly true to say that if creditors are included in the clause, the only cases to which the rule is applicable are (1) cases where there is knowledge or *mala fides* in the creditors themselves, and that although nothing is directly said in the section as to the knowledge or complicity of the creditor; and (2) where the creditors have never given any valuable consideration—a class of cases which we can hardly think was in the mind of the framer of the statute.

If now we turn to the authorities on the point we shall find that the question was never satisfactorily raised until the recent case to which we have referred. In *Ex parte Blackburn*, before Bacon, C.J. (19 W. R. 973, L. R. 12 Eq. 358), there was no proof before the court of the intention to prefer; and in *Ex parte Norton*, before the same learned judge (21 W. R. 402, L. R. 16 Eq. 397), the payment was made more than three months before the bankruptcy. No doubt some of the remarks of the Chief Judge in these cases, especially in *Ex parte Blackburn*, show a very strong inclination to consider a creditor within the saving clause of the 92nd section; but, as to that portion of his remarks which goes to the propriety and necessity of creditors being so protected, we need only refer to the judgment in the recent case, where the Lords Justices, in speaking of the construction confining the clause to third parties and the construction which would include a creditor, say—"We think that both the constructions contended for are in themselves perfectly rational, and that there is no reason for rejecting either of them on account of any consequences which would follow from adopting it." The decisions of the Chief Judge are of course not binding on the court of appeal, and if we except *Ex parte Tempest*, *Re Craven* (19 W. R. 137, L. R. 6 Ch. 70), there was no authority entitled to influence the Court of Appeal in deciding the recent case. In *Ex parte Tempest* it was held that a conveyance by the debtor would not, under the circumstances, have been a fraudulent preference under the old law, and that the Act of 1869 did not make a transaction a fraudulent preference, if it was not one before the statute. It is true that both the Lords Justices agreed that, if the area of fraudulent preferences had been widened by the Act, the proviso at the end of the section would, in the case before the court, have operated to protect the creditor; but their remarks on that head were not necessary for the decision of the case; and, as they themselves pointed out in the recent case, neither in *Ex parte Tempest* nor in *Ex parte Blackburn* was the construction that the creditor himself could not be within the saving clause suggested either by counsel or the court.

Under these circumstances the question came almost as *res integra* before the court of appeal, and appears to have been ably argued on both sides. The Lords Justices saw their way to holding that creditors are within the saving clause, however clear the intention of the debtor was to prefer them, provided they themselves knew nothing of the debtor's motives or of his insolvency. Their lordships thought that "considerable weight" ought to be given to the fact that the construction of the section by which the creditor preferred is entitled to the proviso has been acted upon for several years. Probably, however, our readers will not so readily coincide with this view of how a statute should be construed as with the subsequent observation of their Lordships that the real question is, what is the natural construction of the words used by the Legislature. We have already stated the court's conclusion on this point; and need only add, what is indeed very obvious, that the fact of innocent creditors being held within the protecting clause by no means causes the exclusion of *bonâ fide* claimants under creditors who would be unable, through knowledge or complicity, to bring themselves within the clause.

It only remains to point out that, according to the present state of the law as laid down in the recent case, a debtor, finding himself in insolvent circumstances, can prefer any of his creditors to the others, provided his insolvency is not known, and provided he does not take his favoured creditors into his confidence.

RECENT DECISIONS.

BANKRUPTCY.

ORDER AND DISPOSITION—BANKERS' MARGINAL NOTES.

Ex parte Kemp, In re Fastnedge, L.J.M., 22 W. R. 462, L. R. 9 Ch. 383.

The Bankruptcy Act, 1869, while abolishing the old rule that all *choses in action* are subject to the operation of the doctrine of reputed ownership, has left one class of *choses in action* still subject thereto—viz., the debts due to a trader in the course of his trade or business (Bankruptcy Act, 1869, s. 15, sub-section 5). With respect to these debts, therefore, it is still true, that, if a trader assigns them to a third person, who gives no notice of the assignment to the debtor previously to the trader's bankruptcy, the trustee in bankruptcy can claim them as against the specific assignee. In the above case it became necessary to consider the meaning of the words "debts due to him in the course of his trade or business." Mellish, L.J., was of opinion that the words ought not to be confined to debts actually payable at the time when an act of bankruptcy was committed; and, according to his view, all sums certain which some person is legally bound to pay, either at once or at some future time, are within the meaning of the expression "debts due." But his Lordship refused to extend the meaning to meet the case of an assignment of a contingent claim which might or might not end in becoming a debt. The assignment in the case before the court was of bankers' "marginal notes." The traders were exporters of goods, who used to draw bills upon the consignees against the goods, and sell the bills to bankers in this country. The bankers did not pay for the bills in full, but gave "marginal notes" for the unpaid balance—that is to say, notes in the form of memoranda that the balance was to be accounted for on receipt of advice of the due payment of the bills, and after providing for any other liabilities of the traders to the bank. At the

date of the petition for liquidation the marginal notes had been assigned for value without notice to the bankers, but the bills had not been accepted. Mellish, L.J., while accounting for the exception made by the Act of traders' debts, on the ground that the fact of a trader having to give credit was known to persons likely to have dealings with him, and was therefore calculated to procure him credit in return—a ground perfectly applicable to the present case—yet felt himself unable to neglect the word "debts" in the section in question, or to extend the legal meaning of that word to contingent claims, which might or might not ripen into debts. The assignees of the notes were accordingly held entitled to retain them as against the trustee in bankruptcy.

ADMIRALTY.

JURISDICTION OF ADMIRALTY COURT.

The "Pieve Superiore," 22 W. R. 476.

The 6th section of that singularly ill-drawn statute, 24 Vict. c. 10, provides that the Court of Admiralty "shall have jurisdiction over any claim by the owner, or consignee, or assignee of any bill of lading of any goods carried into any port in England or Wales in any ship, for any damage done to the goods or any part thereof by the negligence or misconduct of, or from any breach of duty on the part of, the owner, master, or crew of the ship." In the *Ironsides* (Lush. 458) it was attempted to apply this section to the case of a ship which had started to bring the goods to England, but, after the occurrence of the damage and loss which was the origin of the suit, had been compelled to tranship the residue of the goods to another vessel, which completed the carriage; but Dr. Lushington held that the suit for this loss and damage instituted against the original vessel, on its being afterwards found in an English port, could not be maintained. Here, then, the court held that the goods must be actually carried into an English port by the ship sued. Again, in the *Kasan* (B. & L. 1) it was held that in order to ground jurisdiction under this section, the very goods in respect of which the suit is brought must be "carried into" the English port, and that the entry of the vessel into an English port with the homeward cargo did not give jurisdiction with respect to the outward cargo. But though in that case it was held that the goods must be not only "intended to be carried," but actually carried into the English port by the ship sued, and, although the statute only speaks of "damage done to the goods," it was held in the *Danzig* (B. & L. 102) that the goods need not be actually carried into port, but that the suit might be instituted in respect of goods lost, "provided the ship in which the goods were to be carried, and on which they were shipped, reaches an English port *without the goods having been transhipped*," which is as much as to say, provided the particular state of facts does not happen which happened in the case of the *Ironsides*. In the *Bahia* (B. & L. 61), and in the *Patna* (L. R. 3 A. & E. 436), it was held that the statute applied where the goods were in fact carried into an English port, though not destined for that port; but in both these cases not only were the goods carried into the port, but the master refused to carry them elsewhere, in the one case wrongfully, in the other, under the particular circumstances, rightfully. The present case, however, goes farther than either; for the statute was held to apply where the ship had merely called for orders at Falmouth, and had then, in pursuance of orders, carried the cargo to a foreign port, and was afterwards arrested in an English port on a subsequent voyage, upon a claim arising out of the voyage to the foreign port. The decision may be right, but it is difficult to persuade oneself that such a case was intended to be within the section; or that it was meant that merely calling at a port in the course of a voyage to a foreign country should give jurisdiction against the ship in respect of goods then in the course of transit. The intention, one would suppose, was, that a right of suit should exist only with respect to the breach of some obligation intended to be fulfilled, or some breach which actually occurred in an English port.

REVIEWS.

THE RAILWAY COMMISSION.

The Practice before the Railway Commissioners under "The Regulation of Railways Act, 1873," with the Law applicable thereto. By R. GORDON JUNNER, Esq., Barrister-at-law. Wildy & Sons.

Mr. Junner prints the Act of 1873 in full in part 1 of his book, inserting under the appropriate sections some of the provisions of other Acts and the orders issued by the commissioners. Part 2 is devoted to the application and extent of the Act of 1854, undue preference generally, reasonable preference and advantage, rights of passengers; receiving and forwarding traffic; stational arrangements; parcels; and just and reasonable conditions in forwarding traffic. The chapter upon each of these subjects contains a digest of the cases relating to it. These digests, so far as we have tested them, appear to be carefully executed and to include the leading cases on the subject, but we do not find many attempts to sum up the general results of the cases, and we cannot say much for the mode of expression of the general propositions which do occasionally occur. The chapter on undue preference commences thus—"Railway or canal companies are prohibited from giving persons or companies trafficking with them any undue advantage or unreasonable favour, and from subjecting them to any unreasonable prejudice or unfair disadvantage. This rule also applies to the various descriptions of traffic." Surely a rule more intelligibly and accurately expressed might have been derived from an adaptation of the expressions in the judgment of Cockburn, C.J., in *Harris* v. *Cockermouth and Workington Railway Company* (3 C. B. N. S. 693). "The intention of the Legislature was to give equal advantage, so far as the rate of charge is concerned, to all individuals similarly circumstanced; and that a railway company, although they should have had a right to lay down certain rules in reference to particular circumstances, provided they act *bonâ fide* with regard to their own interests and the interest of the public, should not be at liberty to make particular bargains with particular individuals whereby one person is benefited and another injured." Or Mr. Junner might have found an admirably terse summary of the effect of the decisions on undue preference ready to his hand in the report of the amalgamation committee. The appendix to the book contains the general orders and several statutes printed in full, including the Canal Act, 1845, and the Railway and Canal Traffic Act, 1854.

WORKS RECEIVED.

The Rights and Duties of Neutrals. By W. E. HALL, Barrister-at-Law. Longmans.

The Science of Law. By SHELDON AMOS, M.A, Barrister-at-Law, &c. H. S. King & Co.

Select Titles from the Digest of Justinian. Edited by T. E. HOLLAND, B.C.L., and C. L. SHADWELL, B.C.L., Barristers-at-Law. Oxford: Clarendon Press.

An incident of uncommon occurrence, says the *Daily News*, took place in the House of Lords on Monday while the assembly was sitting as a court of justice. Lord Chelmsford and Lord Hatherley had delivered judgment in an appeal when Lord Denman rose and impugned the justice of the decision. His lordship followed up his protest against what he regarded as the erroneous judgment of the two noble and learned lords by reminding them that the appellate jurisdiction of the House was at stake. There being no other voice raised against the judgment of the law lords, the "contents" were pronounced by Lord Chelmsford to be in a majority.

NOTES.

HOME.

In a case of *Re Kiddell*, heard by Lord Justice James last week, it was pointed out that there is a considerable discrepancy between the provisions of section 7 of the Bankruptcy Act, 1869, and the form of affidavit (No. 8) to be made upon an application to dismiss a debtor's summons given in the schedule to the Bankruptcy Rules of 1870. Section 7 of the Act provides that a debtor served with a summons may apply to the court to dismiss the summons "on the ground that he is not indebted to the creditor serving such summons, or that he is not indebted to such amount as will justify such creditor in presenting a bankruptcy petition against him"—*i.e.*, not to the amount of £50. The form of affidavit (No. 8) makes the summoned debtor swear (in the alternative) that he is not indebted in the amount of the sum claimed in the summons, *or* only indebted in part of the sum claimed, *or* not indebted in such an amount as will justify a bankruptcy petition against him. In *Re Kiddell* a summons was issued for £3,168. The debtor applied to the court to dismiss the summons, and, by his affidavit, he deposed simply that he was not indebted to the creditor in the amount claimed. He did not say that he was not indebted at all, or that the debt was less than £50. Upon the hearing of the application it appeared that the amount of the claim was disputed, but that the debtor admitted a debt to the extent of £650. Upon appeal from Mr. Registrar Hazlitt Lord Justice James held that, though the form was not strictly in accordance with the Act, yet the debtor was entitled to be heard upon his application to dismiss the summons. But it was not necessary for the creditor to satisfy the court that the whole of the sum claimed was due, and the proceedings on the summons were ordered to be stayed, without security, pending the trial of an action to determine the amount due. His Lordship expressed a hope that in the course of the changes about to take place under the Judicature Act the rules and forms in bankruptcy would be made more consistent with the Bankruptcy Act.

Yesterday Lord Justice James decided in *Ex parte Lovering* a question of some general importance with regard to the doctrine of reputed ownership. In July, 1869, a Mr. Jones, a draper, sold all his household furniture to a Mr. Rock for £192, an agreement being at the same time entered into that Jones should hire the furniture at a rent of 12s. 6d. per week. Under this arrangement Jones continued in possession of the furniture until, in November, 1873, he filed a liquidation petition. The trustee then claimed the furniture for the creditors, on the ground that it was in the debtor's possession as reputed owner. Mr. Registrar Spring-Rice decided against the claim of the trustee, but James, L.J., reversed this decision, and held that the trustee was entitled to the goods. On behalf of the true owner of the goods reliance was placed on the fact that furniture is often hired, and it was thence argued that the possession of it does not give rise to any reputation of ownership. It was also urged that the authority of the old cases, as, for instance, *Lingard* v. *Messiter* (1 B. & C. 308), has been much weakened by recent decisions, such as *Ex parte Watkins* (21 W. R. 530, L. R. 8 Ch. 520). Lord Justice James, however, held that the case before him was governed by *Lingard* v. *Messiter*, and that *Ex parte Watkins* had no application, there being no evidence, as there was there, of a well-known trade custom which excluded the reputation of ownership by the bankrupt.

FOREIGN.

France.

From a case reported in the April number of the *Annales de la Propriété Industrielle* (vol. 20, p. 83) it appears that Liebig's well-known invention of extracting the essence of meat has given rise in France, as it has here, to litigation. In a suit to which many persons were parties, and in which the children of Liebig himself intervened and prayed redress, it was decided that no persons were entitled to use the name of Liebig in describing the extract of meat manufactured by them, except only the firm to which Liebig had himself conceded this right. The two points which are to be noticed in the case are—first, that as to the invention itself, Liebig had made a present of it to the world, and that the exclusive use of his name, which he had granted to one particular company, was not a source of any profit to him, but seemed rather to be granted with the object of securing some one manufacture of the *Extractum carnis*, in which (by means of the right of inspection he reserved) he could secure the genuineness of the product. The second point is that, although on the part of the family of Liebig no pecuniary interest was concerned, yet they were held entitled to intervene for the purpose of restraining the use of his name. There is no doubt that in this respect the French law goes further than our own, how much further we will not venture to say; but an illustration is afforded by a case reported in the 19th volume of the *Annales* (p. 391), where, independently of any mercantile or pecuniary ground, a company was restrained from using, as part of its description, the surname of the complainant. Our own law does not appear to recognise any such right of property in a name. Lord Cairns, indeed, is, in one report (L. R. 2 Ch. at p. 310), stated to have suggested, in *Maxwell* v. *Hogg* (15 W. R. 467), that the plaintiff's claim in *Clark* v. *Freeman* (11 Beav. 112) might have been supported on the ground that a man had a property in his own name; but it seems doubtful whethe any right of this kind can be claimed, except wherer either the name has been already appropriated as part of a trade mark or business name, or where the effect of its use is to act, not merely as a description of a thing, but as an assertion or insinuation that the thing is manufactured by the person whose name is used. If it merely signified that the thing was prepared according to a certain method known by the name of its inventor, we apprehend the use of that name would not be restrained. The statement of the English law made by Lord Chelmsford in delivering the judgment of the Privy Council in *Du Boulay* v. *Du Boulay* (17 W. R. 594, L. R. 2 P. C. 430, 441), though made with reference to a different kind of claim, seems, in principle, applicable—"In this country we do not recognise the absolute right of a person to a particular name to the extent of entitling him to prevent the assumption of that name by a stranger. The right to the exclusive use of a name in connection with a trade or business is familiar to our law; and any person using that name, after a *relative right* of this description has been acquired by another, is considered to have been guilty of a fraud, or, at least, of an invasion of another's right, and renders himself liable to an action, or he may be restrained from the use of the name by injunction. But the mere assumption of a name which is the patronymic of a family, by a stranger who had never before been called by that name, whatever cause of annoyance it may be to the family, is a grievance for which our law affords no redress."

A deputation from the Special Committee of the Law Amendment Society and the Social Science Association waited upon Lord Henry Lennox recently with a view to select a site in or near Westminster Hall for a statue of the late Lord Brougham. It is believed that a portion of St. Stephen's-green will be the chosen spot.

The following protest against the third reading of the Judicature Act Amendment Bill has been lodged by Lord Redesdale:—"1. Because this House, as the Court of Ultimate Appeal for Ireland, has secured to itself the approval and confidence of that country in the discharge of the duties so intrusted to it, and cannot surrender a privilege which has been attended with a result so advantageous to its character without injurious consequences to its own interests and to those of the United Kingdom. 2. Because this abandonment of jurisdiction is uncalled for by any expression of public opinion, and has been openly objected to by members of the legal profession in Ireland, who may be fairly held to represent the interests and wishes of their suitors and clients. 3. Because the state of public feeling in Ireland in regard to the Imperial Parliament renders the transfer of the jurisdiction of this House so respected in that country to a new and untried English court particularly inexpedient at the present time."

COURTS.

ELECTION PETITIONS.

DROGHEDA.

(Before BARRY, J.)

June 8.—*Whitworth, petitioner; O'Leary, respondent.*

The use, for the operation of voting at a Parliamentary election, of two rooms, not opening into each other, involving the possibility that, in passing from one room to another, a voter might show his voting paper, will not (in the absence of proof that any voting papers were actually shown) invalidate the election.

Delay in opening polling stations held not to invalidate an election, where it is proved or conceded that the election was not affected by the delay. The Hackney case (ante p. 471) *distinguished.*

This was a petition against the return of Dr. O'Leary as representative of the borough of Drogheda.

Fitzgibbon, Q.C., for the petitioner.

Heron, Q.C., for the respondent.

BARRY, J.—The validity of this election was impeached on various grounds, all of which, however, were banished in the course of the evidence, save two—namely, first, a delay arising from what must be practically regarded as an accidental cause in opening the polling stations; and, secondly, the arrangement of four of the polling stations. The first of these points I disposed of at the close of the trial, but shall say a word on it before I conclude. The other point—namely, the arrangement of the four polling stations—is that on which the validity of the election was mainly impugned; and it arose in the manner thus described in the statement which I sent to the Court of Common Pleas.* There were seven polling stations, including two rooms upstairs in the court house building, and apartments in four private houses hired for the purpose. It is with reference to the four polling stations in the private houses that the controversy mainly arises. The polling stations were on the first floor of the houses. The first floor comprised two rooms, between which there was no internal communication; but in order to pass from one to the other a person must cross a small landing, upon which the doors of the two rooms stood at right angles to and at a small distance from each other. The presiding officers, with the authorised agents, sat in the front room, out of view of the back room; in the back room was placed a table with a pencil on it, upon which the voter might mark his ballot paper. When the voter received his ballot paper in the first room he was ordered by the presiding officer to proceed to the back room to mark his paper. The voter having done so returned to the front room and placed his paper in the ballot box there. On the landing between the two rooms there was placed a policeman, who was instructed to prevent more than one voter at a time from entering either room, to prevent any one from interfering with the voter, and to preserve order. But the policeman received no instructions as to preventing voters, while crossing the landing, from showing their mark on the ballot papers, or as to how to act in case of such an occurence. All the arrangements of and respecting the polling stations, and for the conduct of the election generally, were made by the returning officer in perfect good faith, under the guidance of an assessor, and with the *bona fide* intention of acting according to the Ballot Act. A habit prevailed during the election of what was termed "bringing up voters," and either a committee man or other friend (unpaid) of the candidates accompanied the voter to the street door, sometimes went upstairs with him, sometimes left him as soon as they arrived up the stairs, and sometimes waited until he had voted, and then accompanied him away from the station. This habit prevailed at all the seven stations. This practice, in my opinion, had no reference to the peculiar arrangements of the four polling stations in the private houses, with a view to any violation of the secrecy of the ballot, and was merely a following out of the old election practice. The result of this practice, and the aforesaid polling arrangements, was, however, that it frequently happened that whilst a voter, in the act of voting, was passing from the back to the front room, there were standing on the landing, or at the head of the staircase, within a few feet of the voters, at least three persons—namely, the policeman, the committee man, or friend who brought up the voter, and another elector waiting for his turn to vote. To these three persons the voter, after marking his ballot paper, might, in passing across the landing, show the mark on his ballot paper, and there was nothing to check or prevent his doing so, unless the policeman, in the exercise of his discretion, thought proper to do so by reporting the matter to the presiding officer or by some other means. No evidence whatever was given that on any occasion the mark on the paper was shown to or seen by any of the said persons, and on the evidence I am of opinion that no mark was so shown or seen. The case further states that, "In the early part of the day, in one of the back rooms, the table was so placed that the voter might possibly, by pre-arrangement with a person outside on the landing, or from carelessness, stand in such a position while marking his paper as to permit such person to see the mark, but having twice carefully inspected the locality, I think such an occurrence extremely improbable, and I am, on the evidence, of opinion that it did not occur." His Lordship proceeded:—The counsel for the petitioner, contended that the election was void on two grounds, and two grounds only—namely, that the adoption of a second room for the purpose of marking the ballot papers was in itself a violation of the rules of the Ballot Act, which he contended required all the operation of voting to take place in the one apartment; and, secondly, that the facility afforded to the elector while passing from one room to the other to show his ballot paper was a fatal departure from the principles of the Act. These points I thought it my duty to submit for the determination of the Court of Common Pleas, because I thought that a question of such importance on the principle and working of this new Act of Parliament ought, for the guidance of returning officers and the satisfaction of the public, to be decided by the highest court in the country having cognisance of such matters, not merely obtaining the authoritative decision of that tribunal in this particular instance, but with the view of securing, if possible, a certainty of law and uniformity of practice, which, it has been so much complained, is not attainable under the independent decision of single judges. The result, we all know now, has been that the Court was equally divided—two of the learned judges holding the election valid, and two of them declaring it to be invalid. The question for me is—am I, under these circumstances, to unseat this member and declare this election void for the mere act of the returning officer—an act for which the member, and his friends, and the electors are irresponsible; an act which was the result of a mere error of judgment on the part of the returning officer; an act by which the result of the election was in no degree affected; an act, no doubt, alleged to be illegal, but of which the illegality is so doubtful that the judicial mind of the Court of Common Pleas, constituted as that court is of men of conspicuous ability and experience, has, after full argument and consideration, failed to ascertain its existence?

[After referring at some length to the circumstance that, owing to the equal decision of the judges of the Common Pleas, the case had "reverted" to him, the learned judge continued.] I shall assume that the opinions of the judges are to be regarded as merely abstract opinions, devoid of any adjudicative efficacy, and that the question to be decided, as it is said, "reverts" to me. It seems to me that my course is clear and simple. The election, as I have said, was pure and free. I am bound upon the evidence to assume, and I do assume, that the election of the sitting member was the result of the choice of the electors, honestly and fairly exercised, and in effect with all the secrecy of the ballot, for in no instance was a ballot paper shown to or seen by an unauthorised person. In anything that has occurred the sitting member, his agents and his friends, are wholly free from blame—he and they had no control. In a case in England, where it was sought to void an election on the ground of irregularity or illegality in the taking of the poll at one of the booths, that able and experienced judge, Baron Martin, in giving judgment, says:—"I adhere to what Mr. Justice Willes said at Lichfield, that a judge, to upset an election, ought to be satisfied, beyond all doubt, that the election was void. The return of

* Upon a case stated by Barry, J., before whom the Drogheda election petition was tried, the Court of Common Pleas at Dublin was equally divided in opinion, Monahan, C.J., and Morris, J., holding the election good, and Lawson, J., and Keogh, J., holding it invalid.

a member is a serious matter, and not to be lightly set aside." The question raised in that case may not be precisely of the same character as the question raised here, but the rule laid down by that eminent judge seems to me to be consonant with justice and with common sense, and to be one of general application. Applying that rule so laid down by Mr. Baron Martin, I decline to say that I am satisfied that this election is void—which election two judges of the Court of Common Pleas have, after argument in the full court, declared to be, in their opinion, valid. I, therefore, decide and determine that the sitting member, Dr. O'Leary, was duly elected for the borough of Drogheda, and I shall so certify to the Speaker.

A word now as to the delay in opening the booths. I have seen a suggestion that my decision in this case is a dissent, on my part, from the decision of Mr. Justice Grove in the Hackney case. I beg leave to disclaim any such dissent, and I say unreservedly that if my decision in this case of Drogheda was, if followed, to involve a reversal of Mr. Justice Grove's decision in another case resembling the Hackney case, I should be the first to overrule my decision. There is no resemblance between the two cases. [The learned judge then referred to the facts of the Hackney case, *ante* p. 471.] In that state of things it was proposed to the learned judge that he should enter on a sort of speculative or conjectural scrutiny, in order to ascertain how the election would have resulted if everything had been regular, and he most properly declined such an inquiry. I concur in that view, and would so decide in a similar case; but in the case now before me it was not proved—it was not even suggested, that one single voter had been disappointed in voting by reason of the delay. It was proved to my satisfaction—in point of fact it was practically conceded—that the result of the election was not affected by the delay; and, under such circumstances, it never has been decided, either by election committee or election judge, that the election ought to be held void, and the cases where election committees have held the reverse are referred to in Bushby's Election Law. In fact, to hold an election void under such circumstances, would be to put it in the power of any careless or corrupt presiding officer, in any one polling station, to nullify the solemn act of the largest constituency in the kingdom.

One other question remains, and that is the question of costs. I think it a good general rule that the party who is successful should be indemnified as to costs by his unsuccessful adversary; or, in a case like this, by the person whose act has rendered necessary the litigation; and in that view I should have had to consider whether I would visit the costs of the petition on the returning officer or on the petitioner, or both. However, having regard to the novelty of the question here raised—to the fact that the returning officer acted *bona fide*, and especially to the precedent furnished to me by the Court of Common Pleas in the Athlone case, I shall not adopt that course. It seems to me that, having regard to the division of opinion in the Court of Common Pleas, this case is one *a fortiori* for the adoption of a similar rule, and, therefore, I declare that the parties shall pay their own costs.

BANKRUPTCY.

(Before Mr. Registrar BROUGHAM, sitting as Chief Judge.)

June 4.—*Re Neumann and Others.*

In 1846 *a merchant at Mannheim married a lady resident at Constance.*

By the marriage contract, which was executed in accordance with the law of Baden, the parties agreed that 100 *florins only should be put into the matrimonial community, and that all other present or future property of husband and wife should be excluded from it.*

In 1861 *the husband became bankrupt, and shortly afterwards removed to England, where he carried on business as a commission agent. The wife remained abroad until after the death of her father, which occurred in* 1865, *when she followed her husband to England, where they have since resided. Under the will of her father she became entitled to considerable property, a portion of which she invested in the purchase of furniture, which, with other furniture purchased at the time of the marriage, was, in* 1866, *comprised in a deed of settlement executed by the husband and by the wife's trustee.*

In 1867 *the husband became a naturalised British subject, and in* 1873 *he filed a petition for liquidation by arrangement, under which a trustee was appointed.*

Upon application being made on behalf of the wife for an injunction to restrain the trustee from dealing with the furniture comprised in the settlement,

Held, that the injunction ought to be granted, and that apart from the settlement the wife was entitled to the furniture.

This was an application to restrain Mr. John Ball, the trustee appointed under proceedings for liquidation, instituted by Messrs. Neumann, Gingold, & Hirschfeld, tea, tobacco, and colonial merchants, from selling or interfering with certain household furniture and effects claimed by Mrs. Julie Neumann, the wife of David Neumann, and by Mr. Joseph Neumann, her trustee, under a deed of settlement, dated 12th June, 1866.

In the year 1846 Mr. D. Neumann, who was then carrying on the business of a merchant at Mannheim, in the Grand Duchy of Baden, became affianced to and subsequently married his present wife, Mrs. Julie Neumann, then Miss Julie Rosenthal, the daughter of Auguste Rosenthal, of Constance. Upon the negotiation of the marriage, A. Rosenthal agreed to give his daughter 23,000 florins, equivalent to between £1,800 and £1,900, and in anticipation of such marriage D. Neumann ordered (as was the custom in Baden) the necessary household furniture for their intended residence, and after the receipt of his wife's fortune he paid for the same thereout.

The marriage contract contained the following article:—

"The betrothed choose the legal matrimonial community, under the restriction that each of the future spouses shall put only 100 florins into the communion, but exclude entirely from it the rest of the present, as well as all future fortunes, and declare the same immovable."

This article seemed to be in accordance with the law of Baden, which since the year 1810 had been the French *code civil* with but few unimportant alterations, the effect of which was to exclude all the present and future property of the wife, other than the sum of 100 florins, from the community of property, and to vest the same in her alone, as according to the law of Baden a married woman could hold property which was excluded from the community by contract as her own indisputable property, subject, however, to article 1428 of the code, whereby the husband possessed during the community the right to manage the private fortune of his wife, but he was always responsible to his wife for the management of her fortune.

Article 1500 provided—"Husband and wife can exclude from the community their present and their future property by stipulating that each of them will put into the community either property of a certain nominal value, or a certain nominal sum, which, if done, excludes all other property as a matter of course from the community."

Article 1503—"Husband and wife, after the dissolution of the matrimonial community, have each separately a right to withdraw such property at the time of the marriage, and such property inherited by them during the marriage, exceeding in value the property or money they both put into the community."

This community of property, according to article 1441 of the code, ceases to exist in the event of a separation of fortune and property by order of the court. Such order can be obtained by the wife if her fortune is imperilled or endangered in consequence of the "unsettled and disorderly position of her husband," and although no such separation of fortune exists, should the husband become bankrupt and his property be compulsorily disposed of to satisfy the claims of creditors, even then the wife is legally entitled and has the privilege to claim her property from the estate of her husband, as well as to ask for compensation and indemnification.

Upon the marriage of Mr. and Mrs. Neumann, they went to live at Mannheim, and resided there and used the furniture so purchased as before stated until about the year 1861, when D. Neumann became bankrupt, and Mrs. Neumann abstained from claiming either her fortune or any equivalent compensation from the estate of her husband; she also waived any claim to the furniture; and the whole of the estate was purchased with the consent of the creditors, by one Mr. Heinrich Neumann, of Mannheim, who, out of the purchase money paid a composition to the creditors.

Shortly after the conversion of the husband's estate, Mrs. Neumann applied to Mr. Hirschfeld, who was a friend of the

family, to lend her £400, which he agreed to do, and she authorised him to purchase from Heinrich Neumann the furniture which had been previously used by herself and husband, which he accordingly did and paid for the same, and Mr. Hirschfeld thereupon entered into possession of the furniture and retained the same. After Mr. Neumann's failure he left Germany, and travelled as a commission agent in England, New York, and Havanna, leaving his wife at Mannheim until the year 1866, when, in consequence of the death of her father in the previous November, Mrs. Neumann joined her husband in London, where they have since resided.

Before leaving Mannheim Mrs. Neumann purchased other furniture, and brought the same with her to England, together with the furniture which she had purchased from Mr. Heinrich Neumann. Upon the death of Mr. Rosenthal, the father of Mrs. Neumann (which occurred at Hohenems in the Grand Duchy of Baden), she became possessed of a considerable sum of money, about £10,000, and Mr. Hirschfeld proceeded to Germany and received the money for Mrs. Neumann, under a power of attorney given to him for that purpose, and on Mr. Hirschfeld's return he handed to Mrs. Neumann bills which he had received on her behalf, and which were payable to her order. Upon receipt of the money Mrs. Neumann paid Mr. Hirschfeld the £400, which she had borrowed from him for the purchase of the furniture of Mr. Heinrich Neumann, and also paid for the furniture which she had purchased previously to leaving Mannheim, and she also purchased other furniture, &c., in London. These various payments were made by her out of the money received upon the death of her father, and she then further exercised her right of dealing with the money by giving the balance of it to her husband. Some doubts having arisen in the mind of Mrs. Neumann (as to how far the laws of England might affect her rights, it being her intention to remain in England with her husband),a deed of settlement of 12th of June, 1866, was prepared and executed by Mr. David Neumann, and by Mr. Joseph Neumann, the trustee, but not by Mrs. Neumann, under the trusts of which Mrs. Neumann was to have the sole and separate use of the furniture included therein, during the joint lives of herself and her husband. She had ever since used the furniture.

David Neumann obtained letters of naturalisation in 1867, and in 1873 he filed a petition for liquidation by arrangement under which a trustee was appointed.

The deed of June, 1866, was never registered under the Bills of Sale Act.

Winslow, Q.C., and *Brough*, in support of the application.—The wife is in precisely the position that she would have been in had the property comprised in the settlement been settled to her separate use. According to German law, the wife is indisputably entitled to the property, and the fact of Mr. and Mrs. Neumann having removed to this country cannot affect the question; the wife still remained a German subject. The settlement does not require registration, for it is simply an acknowledgment by the husband of his wife's right to dispose of her separate estate, which she acquired under the laws of Baden. There can be no doubt of the right of the parties to enter into the marriage contract, and according to Mr. Justice Story (Conflict of Laws, section 159), "Where there is any special nuptial contract between the parties, that will furnish a rule for the case; and as a matter of contract ought to be carried into effect everywhere under the general limitations and exceptions belonging to all other classes of contracts." They also cited *Ex parte Melbourn*, 19 W. R. 83, 1073, L. R. 6 Ch. 68; 2 Taylor on Evidence, 1150; *Jarman* v. *Woolloton*, 3 T. R. 618; *Ex parte Emerson re Hawkins*, 20 W. R. 110.

Holl, for the trustee under the liquidation.—The trustee in this case is entitled to the furniture. The evidence shows that the husband and wife resided together in Clifton-gardens, and it is clear that they have acquired an English domicil The law of this country must govern the transaction. *Fowler* v. *Foster*, 5 Jur. N. S. 99, shows that a post-nuptial settlement, executed by an assignor for the benefit of his wife and children, is not a marriage settlement, and is not protected by the Act.

Winslow, Q.C.—We do not dispute that.

Holl.—The goods purchased were purchased practically by the husband, and he might have been sued for the price. The settlement is altogether invalid. The parties are domiciled here, and the property is here.

BROUGHAM, Registrar.—The material facts in this case are admitted. Mr. and Mrs. Neumann enter into a marriage contract in Germany, the effect of which is to make all the existing and after acquired property of the wife her separate property. That being so, and the debtor living here, in 1866 his wife comes over to join him in consequence of the death of her father. The wife is not a party to the deed of settlement, and this is an important fact. I must take it that her claim to the furniture is independent altogether of that settlement, and that it was unnecessary for her to set up the deed at all. If Mrs. Neumann had handed the money which she applied in the purchase of furniture to her husband, the amount would, no doubt, have been divisible amongst her husband's creditors, but the lady says that she purchased, or instructed other persons to purchase, the furniture for her, and that she paid for it out of moneys which she had received from her father's estate, and which became her separate moneys. The evidence shows further that Mrs. Neumann paid over nearly the whole of the £10,000, which she received from the representatives of her late father, to her husband. I do not think the apparent possession clause of the Bills of Sale Act applies in this case. The property must be considered as settled to the wife's separate use, and there is no valid assignment of it. The application will therefore be granted.

Solicitors for the applicants, *Hand, Son, & Johnson*.

Solicitors for the trustee under the liquidation, *Lewis, Munns, & Co.*

COUNTY COURTS.

LIVERPOOL.

(Before PERRONET THOMPSON, Esq., Judge.)

June 12.—*In re Anonymous.*

A secured creditor, whose name and the amount of whose debt (stated as a fully secured debt) were shown in the debtor's statement of accounts, had not notice of the first meeting properly addressed, but had proper notice of the second meeting, at which the resolution to accept a composition was confirmed, and of the application to register, but did not attend that meeting or oppose the application.

Held, that the resolution to accept a composition was binding on him, and that, on his security proving insufficient, he could not sue the defendant for the deficiency.

This was a debtor's summons in bankruptcy, which was returnable a few days ago. In the month of December, 1870, the debtor presented a petition for the liquidation of his affairs by arrangement or composition, and he was indebted, amongst others, to a creditor who held security by way of mortgage on his property. That creditor's name was in the list of those lodged at the court to whom notices of the proceedings were to be sent, but with a wrong address, and in the statement of account produced by the debtor at the first meeting of his creditors it was entered as a debt fully secured. A composition was agreed to by the creditors, and when the resolutions were presented for registration, on the two lists of creditors being compared it was found that this particular creditor had not been sent the statutory notice properly addressed. As is usual, the registrar declined registration behind the back of this creditor, and accordingly notice was given to him of an intended application to register. The creditor did not appear to oppose, and accordingly the resolutions were registered. Since that date the creditor has realised his security for less than his debt, and for the deficiency he now issued a debtor's summons.

Walton, for the creditor, argued that a composition arrangement did not bind secured creditors, but was merely a bargain between the debtor and the unsecured creditors, by which they agreed to accept, instead of their full claim, something less, in full satisfaction. Here the creditor was erroneously stated by the debtor in his accounts to be fully secured, and accordingly he took no part in the proceedings; but now, long subsequently to the composition arrangement, having found there was a deficiency, he had a right to claim the sum deficient as a debt which had arisen since the arrangement. He further submitted that, as the creditor had been wrongly described, he could have had no notice of the meeting, and therefore, having had no opportunity of taking part in the proceedings, he had been placed at a disadvantage, and the resolution could not be considered valid, seeing it had not been passed in manner directed by the Act.

James, for the debtor, submitted that by the 6th sub-section of section 126 the provisions of a composition were binding on all the creditors whose names and the amount of whose debts were shown in the debtor's statement of accounts.

Here the name of this creditor and the amount of his debt appeared in the statement of accounts produced at the meeting, and he was clearly bound by the composition arrangement. The question of whether the resolution had been duly passed could not now be raised, as by the 127th section the registration of the resolutions was conclusive evidence of their validity, and the proper course, if they were open to question, would be to move the court that the registration be cancelled. As to the creditor, through having security, being debarred from taking part in the proceedings, he had only to refer to the 40th section, by which it was provided that he could, on giving up his security, prove for the whole debt, or he might value his security, and prove for the difference. He was none the less a creditor because he held security, and his name having appeared in the debtor's statement he came within the composition arrangement.

His HONOUR.—I dismiss this summons, on the ground that the resolution to accept a composition is binding on the summoning creditor. It is suggested, on the part of the creditor, and not denied, that the notice of the first general meeting was, by mistake, addressed wrongly, but it is not asserted that it did not come to the knowledge of the creditor. It is proved, however, that proper notice was given to him of the subsequent general meeting to confirm the resolution passed at the former meeting, and that he did not attend such subsequent meeting. At the subsequent meeting the resolution to accept a composition was confirmed, after which the resolution was duly registered, without any objection being made by the creditor. In the absence of fraud, or of any attempt on the part of the creditor to prevent the registration, I think he is now bound by the resolution, and is not entitled to sue the debtor for the amount of his claim. But as there has been an informality on the part of the debtor, I dismiss the summons without costs.

Solicitors for the creditor, *Messrs. Evans & Lockett.*
Solicitors for the debtor, *Messrs. Morecroft & Winstanley.*

SALFORD.

(Before J. A. RUSSELL, Esq., Q.C., Judge.)

June 16.—*M'Queen* v. *Quirk.*

A court of justice has no jurisdiction to enforce a by-law of a trade union providing that an allowance should be paid to members on accidents befalling them in the course of their employment.

The facts of this case appear in the following judgment:—

His HONOUR said that owing to the importance and novelty of the case he had looked into the matter carefully, and the impression he had formed at the time the case was before him had been strengthened. As it was an important and novel case he had thought it desirable to go into it minutely, and to deliver a detailed judgment for the purpose of showing that there really was reason in the provisions of the statute which, he must confess, surprised him at the time they were brought before him. The case was that of Alexander M'Queen against William Quirk, the defendant being secretary of the National Association of Plasterers of the Manchester district, and it was a claim of £5 against the society for sick allowance, under one of the by-laws of the society, which had been registered by Mr. William Stevenson, the registrar of trade unions. The merits of the case had not been gone into, the objection taken on behalf of the society being that under the provisions of the Trades Unions Act of 1871 neither that nor any other court had power to deal with the question. The impression he at first formed was against the right of the plaintiff to enforce his claim, but as the question was one perfectly new to him, and one which he thought was of some public importance, on account of the prevalence of trade union societies in the district, he thought it his duty to take some time to examine the statute. The Trades Unions Act of 1871 was a statute the effect of which he thought could hardly be understood without going into the history of the legislation which culminated in that statute. In the year 1867 the case of *Hornby* v. *Close*, 15 W. R. 336, was brought before the Court of Queen's Bench under the following circumstances:—Close was a member of a society which was registered under the Friendly Societies Act of 1855, and an information under section 24 of the Act was laid against him charging him with wrongfully withholding the money of the society. The society, however, though registered under the Friendly Societies Act, was in fact a trade union, and when the case came before the magistrates the objection was taken that being a trade union it was for a purpose which was illegal within the 44th section of the Friendly Societies Act. The magistrates held that the objection was valid, and dismissed the information. The parties appealed to the Court of Queen's Bench, and the court unanimously affirmed the decision of the magistrates, holding that the trade union being for an illegal purpose it was not under the protection of the Friendly Societies Act. This case was followed in the year 1869 by that of *Farrer* v. *Close*, 17 W. R. 1129, which arose out of precisely similar circumstances, and the same society was concerned in it. The same objection was taken, which was upheld by the magistrates, but the Court of Queen's Bench, when it came before them, not for a single moment disputing the correctness of the former ruling so far as the law went, were equally divided as to whether the facts of the present case brought it within that decision or not. The Court being thus equally divided, the decision of the magistrates remained valid. The result of those two cases was to establish as a fact that a trade union, though registered under the Friendly Societies Act, was not a legal society within the purview of that Act. These decisions created great excitement at the time and the matter having been brought before Parliament in the year 1869, the statute 32 & 33 Vict. c. 61, was passed, the object of which was to protect the funds of trade unions from embezzlement or misappropriation, and that was done merely by enacting that for the purpose of the Friendly Societies Act of 1855, section 24, for the punishment of frauds and impositions, a trade union should not be deemed illegal within section 44 of that Act, so that the effect of the statute was to establish the legality of trade unions so far as to give them a right, under section 28 of the Friendly Societies Act, to proceed against anyone who might embezzle or otherwise make away with the funds. That Act expired on the 31st August, 1870, and was followed by the Trades Unions Act of 1871, upon which the present question arose. At the time that that Act was passed, excepting so far as the legality of trade unions had been restored by the expired Act, they were still illegal societies within the purview of the Friendly Societies Act, and it might, therefore, be fairly presumed that the object of the Trades Unions Act was to restore them to their *status* of legality. The question then was, whether the Act was intended to do more or whether it did more than that. He was of opinion that that was almost the entire purpose of the Act of 1871. The 2nd section enacted that the purposes of any trade union should not, by reason merely that they were in restraint of trade, be deemed unlawful so as to render any member liable to prosecution for conspiracy or otherwise; and the third section enacted that the purposes of a trade union should not, by reason that they were in restraint of trade, be unlawful so as to render void or voidable any agreement or trust. In point of fact, those two sections did away altogether with the illegality of trade unions so far as they had been previously rendered illegal by their constitution being in restraint of trade, and it gave the parties connected within them the right, except so far as that right was limited by the terms of the Act itself, to come into any court to deal with them as legal societies. Then came the important section on which the question before him arose—namely, section 4; and the terms of the section were to the effect that nothing in the Act should enable any court to entertain any legal proceedings instituted for the enforcement or recovery of damages for certain breaches which were set forth, and one of those was the breach of an agreement to appropriate any of the funds of a trade union to providing benefits for the members. Now the claim in the present case was under a rule of the society providing benefits to a certain extent in cases of accidents to men while pursuing their trade. Inasmuch as section 4 prohibited any court from entertaining a suit the object of which was either to enforce such an agreement or to recover damages for the breach of it, it appeared to him that that disabling section completely took it out of the power of that or any other court to enforce such agreement. The reason of that was manifest from the history of the legislation he had sketched out, because it was abundantly clear that the Act was passed for a particular and specific object, having reference to previous legislation and previous decisions. The purpose of the statute was therefore answered by removing the previous disabilities, and by extending the benefits of legislation, so as to make those societies

legal to a certain extent, and to protect the funds; but it was not the intention of the statute to give the members any *status* before any court of justice for the purpose of enforcing an agreement come to between themselves, the object of which, amongst others, was to provide benefits for any members of the society. That was rendered more clear still by the 5th section of the Act. When the question was considered it would be seen that there was really no hardship in that, because it put trade unions on the same footing as friendly societies under the arbitration clause. Upon the whole he was clearly of opinion that he had no jurisdiction to deal with the case, and it must therefore be struck out, but he would strike it out without costs.

NORWICH.

(Before WILLIAM HENRY COOKE, Esq., Q.C., Judge.)

June 8.—*Re Thomas Daniels.*

Contempt of Court.

The petition in this case was filed on the 24th of February last; and the trustee (Mr. J. T. Richardson) being dissatisfied with the debtor's examination before the registrar, he now attended to be examined in open court touching an asserted loss of his pocket book containing over £200. In reply to questions put to him by Mr. Chittock, who appeared for the trustee, the debtor said that he first missed the pocket book one Saturday morning in February. He had it safe on the previous Friday night; and he thought the last time he saw it was at Mr. Chapman's, the skin-buyer, which might be between five and six o'clock in the afternoon. After leaving Mr. Chapman's, he went to the Waterloo Tavern in the Market-place where he had some beer, but did not remember seeing anybody there except the landlord and landlady; and on leaving that, he went to the Rose Tavern (Mr. Bunn's), St. Stephen's, where he had a glass of ale. It might be from between nine to eleven o'clock when he got home that night, and next morning he discovered his loss. He did not report it at the police-station, nor to any policeman; but he asked Mr. Chapman about it. He did not go to the Waterloo nor to the Rose Tavern to make any inquiries regarding the loss. He had so much drink, that he did not remember whom he had seen on Friday evening; but he spoke to a Mr. Henry Walker about it on Saturday.

His HONOUR said that for a man to lose £200, and to make no inquiry about it, was a story so utterly incredible, that he could not believe it. He considered that the debtor had so wilfully refused to give that information about the money which his creditors had a right to ask from him, that he was guilty of contempt of court, and he must therefore go into custody until further orders in the matter.—*Norfolk News.*

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

June 19.—*Scotch and Irish Representative Peers.*—On the order for the adjourned debate on the motion of the Earl of ROSEBERY (*ante* p. 630), the Duke of RICHMOND, on the part of the Government, agreed to a motion in these terms:—"That a select committee be appointed to consider the state of the Representative Peerage in Scotland and Ireland and the laws relating thereto."—The motion was agreed to.

Public Worship Regulation Bill.—Upon the report of amendments on this Bill, the Archbishop of YORK, in page 3, clause 7, after "England," proposed to insert,—"Whenever a vacancy shall occur in the office of Official Principal of the Arches Court of Canterbury the Judge shall become *ex officio* such official Principal, and all proceedings thereafter taken before the Judge in relation to matters arising within the Province of Canterbury shall be deemed to be taken in the Arches Court of Canterbury; and whenever a vacancy shall occur in the office of Official Principal or Auditor of the Chancery Court of York the Judge shall become *ex officio* such Official Principal or Auditor, and all proceedings thereafter taken before the Judge in relation to matters arising within the Province of York shall be deemed to be taken in the Chancery Court of York; and whenever a vacancy shall occur in the office of Master of the Faculties to the Archbishop of Canterbury, such Judge shall become *ex officio* such Master of the Faculties."—The amendment was agreed to.

On clause 9 Earl NELSON moved an amendment that after the 1st of January, 1877, no proceeding shall be begun under this Act as regards any alteration in or addition to the fabric of the church, or any decoration introduced into the church, which has not been made or introduced within the last two years.—After some conversation, on the suggestion of the LORD CHANCELLOR, the limitation approved of was five years before the passing of this Act, and the addition as amended was agreed to.

On clause 9 Earl NELSON moved an amendment—"That the judge shall order the complainant to give security for costs in such an amount as he may deem expedient, and until such security be given the proceedings shall be stayed." This was agreed to.

The Archbishop of YORK moved to alter sub-section *g*, so that instead of reading, "The bishop on receiving the report of the judge shall proceed to give judgment in accordance with the report," &c., it should run, "The bishop on receiving the judgment from the judge shall issue such monition (if any) and make such order as to costs as the judgment shall require." The amendment was adopted, and the clause, as amended, agreed to.

Clause 11 was agreed to.

Earl NELSON, in page 7, line 5, after "void" proposed to insert "unless the bishop shall, for some special reason stated by him in writing, postpone for a period, not exceeding three months, the date at which, unless such inhibition be relaxed, such benefice or other ecclesiastical preferment shall become void as aforesaid." The amendment was agreed to.

The Archbishop of CANTERBURY proposed after clause 15 a clause providing that whenever the visitor of any cathedral church shall, during his visitation, have any doubt as to the law affecting any of the matters which could under this Act have been made the subject of a representation to the bishop if such cathedral church had been a parish church, the visitor shall have power to state any question of law in a special case for the consideration of the Court of Appeal in Ecclesiastical Causes, and such court shall have power to hear and determine the same.

After some verbal amendments had been made in the clause, it was agreed to and added to the Bill.

The Archbishop of CANTERBURY moved the following clause:—Nothing in the Act contained shall be construed to extend to the following places:—The chapels of the colleges and halls in the Universities of Oxford, Cambridge, and Durham; the University church of any of the said Universities when used by such University; any chapel coming under the provisions of section 31 of the Public Schools Act, 1868, or under the provisions of section 53 of the Endowed Schools Act, 1869; any chapel coming under the provisions of the Private Chapels Act, 1871."—The LORD CHANCELLOR proposed to amend the clause by extending the exemption to the chapels of Lincoln's-inn and Gray's-inn and to the Temple Church. The clause, as amended, was added to the Bill.

Land Tax Commissioners' Names.—This Bill was read a second time.

Bar Admission Stamp Bill.—This Bill was read a second time.

Four Courts Marshalsea (Dublin).—This Bill passed through committee.

Revenue Officers' Disabilities Bill.—This Bill passed through committee.

Statute Law Revision.—This Bill was read a third time and passed.

June 22.—*Board of Trade Arbitrations, Inquiries, &c., Bill.*—This Bill was read a second time.

Supreme Court of Judicature Act Amendment Bill.—On the report of amendments in this Bill certain verbal amendments proposed by the Lord Chancellor were agreed to, and the report was then received.

Judicature (Ireland) Bill.—On the motion for the third reading of this Bill, Lord DENMAN moved that the Bill be read a third time that day three months. The motion was negatived without a division, and the Bill was read a third time and passed.

Powers of Appointment Bill.—This Bill passed through committee.

County Courts Bill.—This Bill passed through committee

Land Tax Commissioners' Names.—This Bill passed through commitee.

Bar Admission Stamp Bill.—This Bill passed through committee.

Four Courts Marshalsea (Dublin) Bill—This Bill was read a third time and passed.

Revenue Officers' Disabilities Bill.—This Bill was read a third time and passed.

June 23.—*Licensing Act Amendment Bill.*—This Bill was read a first time.

Married Women's Property.—This Bill passed through committee.

Board of Trade Arbitrations, Inquiries, &c.—This Bill passed through committee.

Powers of Appointment Bill.—This Bill was read a third time and passed.

County Courts Bill.—This Bill was read a third time and passed.

Land Tax Commisioners' Names.—This Bill was read a third time and passed.

Bar Admission Stamp Bill.—This Bill was read a third time and passed.

Wild Birds Law Amendment Bill.—This Bill was read a second time.

June 25.—*Alkali Act Amendment Bill.*—This Bill was read a second time.

Public Worship Regulation Bill.—On the motion that this Bill be read a third time, Lord LYTTELTON regretted the loss of the ancient judicial power of the bishops. If the proposal had been simply that the bishop should act with the Chancellor, a good lawyer, and that there was to be one single appeal—an appeal to the new Court of Appeal about to be created—that would have been enough. —The LORD CHANCELLOR said the advantages to be expected from the Bill were that in the first place it secures authority and uniformity of decision arising from one permanent first-class judge for the whole kingdom, acting, where necessary, on the spot, in place of a number of shifting and inferior diocesan judges as assessors. In the second place, the Bill secures the removal of the bishop out of the arena of contentious litigation with his clergy, and the limiting of his judicial office to cases of consensual jurisdiction in the nature of arbitration. Thirdly, the Bill secures the confining of litigation where it must be resorted to, to one original hearing before a competent judge, and an appeal to the highest tribunal. And lastly, the Bill provides for the simplification of procedure and lessening of expense, by substituting for the old and cumbrous ecclesiastical machinery a simple procedure of a special case, and judgment upon it. —Lord SALISBURY observed that in the House of Commons a form was in use of giving a special title to a Bill before it left the House, and the question was put "that this be the title of the Bill" If such a form was in use in their Lordships' House he would be inclined to move that the title of this Bill should be, "A Bill to give £3,000 a-year to the Judge of the Arches Court, and to reprint certain minor portions of the Clergy Discipline Act." That he believed to be, with but slight exaggeration, a description of the Bill. After some debate the Bill was read a third time and passed.

Supreme Court of Judicature Act (1873) *Amendment Bill.*—Lord DENMAN moved that the Bill be read a third time that day three months. The motion was negatived, and the Bill was read a third time. Certain verbal amendments were made, and it was then ordered that the Bill do pass.

HOUSE OF COMMONS.

June 19.—*Licensing Act Amendment Bill.*—The consideration of this Bill, as amended, was resumed.

The amendment to clause 27 to insert the words, "And any collection of houses adjoining a town as so defined shall, for the purposes of the provisions of this Act, with respect to the closing of the licensed premises, be deemed to be part of the said town," was agreed to.—Mr. CROSS moved to add, at the end of the clause, after the word "town," the words, "after it has been declared so to be by the order of the licensing committee having jurisdiction in the place where such houses are situated." The amendment was agreed to.

Sir H. JOHNSTONE moved to add to Mr. Cross's amendment the proviso, "that no urban sanitary district, whether including such adjoining houses or not, shall be deemed to be a town unless it contains 1,500 inhabitants." The amendment was ultimately agreed to.

Mr. CROSS proposed an amendment leaving the determination of what is a "populous place" to the county licensing committee.—Colonel BARTTELOT moved the insertion of words, the effect of which would be to limit the discretion of the magistrates to p'aces with less than 1,000 inhabitants.—Colonel BARTTELOT'S amendment was agreed to, and Mr. CROSS'S amendment, with this addition, was agreed to.

Building Societies.—This Bill was read a third time and passed.

Municipal Privileges (Ireland).—This Bill passed through committee.

June. 22.—*Licensing Act Amendment Bill.*—This Bill was read a third time and passed.

Friendly Societies Bill.—This Bill was read a second time, the Chancellor of the Exchequer intimating that he did not intend to pass the Bill this session.

Civil Bill Courts (Ireland).—This Bill was read a second time.

Colonial Attorneys Relief Act Amendment.—This Bill passed through committee.

Municipal Privileges (Ireland).—This Bill was read a third time.

June 23.—*Factories (Health of Women, &c.) Bill.*—This Bill passed through committee.

Courts (Straits Settlements).—This Bill passed through committee.

Colonial Attorneys Relief Act Amendment.—This Bill was read a third time and passed.

Working Men's Dwellings Bill.—This Bill was read a third time and passed.

June 24.—*The Merchant Shipping Survey Bill.*—Mr. PLIMSOLL moved the second reading of this Bill. He explained that it proposed to authorise the Board of Trade to direct the survey of all unclassed ships, instead of their having to wait, as they had to do under the present Act, until an allegation of unseaworthiness was made against a particular ship, and to relieve the department from having to pay damages, to which they were liable under that Act, for the detention of any ship which was found fit to proceed to sea. By the second provision of his Bill it was proposed to prohibit deck loading between the 1st September and the 31st of March in each year, a restriction which was generally enforced by insurance societies. The third proposal in his Bill was to require a broad white streak, showing the proper load line, to be painted on the side of a vessel. After much discussion Sir C. ADDERLEY, on the part of the Government, contended that the Board of Trade could not adequately carry out the general survey and the other duties of minute superintendence. The report of the Royal Commission had been concluded that day, and it said that while deck-loads were prohibited by law, as they were up to 1862, the loss of life was just the same on the average. Upon the third point the general evidence was unfavourable to the attempt to fix the load-line, and pointed to the conclusion that it would inevitably lead to the building of light and weak ships, and thus enhance the perils of seafaring life. On a division the Bill was thrown out by 173 to 170.

Personation Bill.—This Bill passed through committee.

Infants Contracts Bill.—This Bill was read a second time.

Evidence.—Mr SALT introduced a Bill to amend the law of evidence as to bankers' books.

June 26.—*Appointment of the Irish Judges.*—Mr. BUTT moved "that an humble address be presented to her Majesty, representing that in the opinion of this House it would be for the advantage of the administration of justice if the Irish judges were appointed to the same extent as they are in England, upon the recommendation of the Lord Chancellor and without reference to official or political claims."—The ATTORNEY-GENERAL for IRELAND said that the appointment of judges was excepted from the duties of the Lord Lieutenant. That duty was discharged by the Cabinet. Therefore, it was not true that the Lord Lieutenant had absolute power with regard to these appointments; on the contrary, the appointment of barristers to these offices rested on the advice given by the Lord Chancellor. After some discussion the motion was rejected by 271 to 62.

Factories, Health of Women, &c., Bill.—On the consideration

of the report of this Bill, a new clause, to follow clause 9, was inserted, on the motion of Mr. CROSS, and the report was, after a short conversation, agreed to.

Apothecaries Licences Bill.—This Bill was read a second time and referred to a select committee.

Civil Bills Court (Ireland) Bill.—This Bill passed through committee.

Personation Bill.—This Bill was read a third time and passed.

Elections.—Sir C. O'LOGHLEN introduced a Bill to remove doubts as to the validity of votes given at a Parliamentary election to a candidate alleged to have been guilty of corrupt practices and thereby disqualified from sitting in Parliament.

SOCIETIES AND INSTITUTIONS.

UNITED LAW CLERKS' SOCIETY.

The Lord Chief Justice of England presided at the forty-second anniversary festival of this excellent society, held in Lincoln's Inn Hall on Friday evening last.

The attendance was far above the average; and there were present, amongst others—Messrs. Marten, Q.C., M.P. Webster, Q.C., Westlake, Q.C., Montague Cookson, Townsend, Grosvenor Woods, Merivale (Registrar), Church (Chief Clerk), Marshall (Chief Clerk), Bircham (Bircham & Co), Riddle (Milne, Riddle, & Mellor), Rawle (Gregory, Rowcliffe & Rawle), Nicholson (Hensman & Nicholson), Devonshire, Tucker, Proudfoot, &c., &c., &c.

Proposing the customary loyal and patriotic toasts,

The CHAIRMAN observed that constitutional loyalty was inherent in the breasts of all classes of Englishmen; and, in this respect, those devoted to the profession of the law yielded to none, regarding, as they did, the throne as the fountain of justice. He trusted it would not be thought inappropriate to refer to the fact that his Royal Highness the Prince of Wales had identified himself with the legal profession, by taking upon himself the office of a Bencher of the Middle Temple, for it must be gratifying to all who had sentiments of loyalty at heart to see members of the Royal Family identifying themselves with the interests of the people.

Mr. GROSVENOR WOODS, of the Chancery Bar, felicitously responded, on behalf of the several forces.

Mr. FRAYLING (Chairman of the executive committee) then read the report, from which the following is summarised:—

"Thirty-eight members have claimed and received the allowance in sickness during the past year, and they have received on that account sums amounting altogether to £385 19s. Of these thirty-eight members six have died, and two have been placed upon the superannuation fund. The total amount paid to members since the formation of the society, on account of illness, has been £10,808 14s. 6d. The society has had under its anxious consideration the report of Mr. Finlason, the Government Actuary, to the effect that the amount of superannuation allowance is too large, having regard to its present capital, and has endeavoured to meet his suggestions by a modification of the scale of the amount of funds upon which the payment is based, and by providing that a member shall not be entitled to such benefit until he has been in the society for sixteen years. Every member so qualified is entitled to this allowance, who can establish by satisfactory medical evidence his permanent inability to follow his employment. At the present time there are twenty-eight members in receipt of this relief, and to meet these claims alone the income of the equivalent of £33,600 Consols is required. In satisfying the claims on account of superannuation £994 12s. has been expended during the past year, exceeding that of the previous year by £200. The total amount paid to superannuated members up to the present time amounts to £8,288 18s. One member has been on the superannuation fund thirty-four years, and has received on that account £879 12s.; another has been on thirty years, and has received £812 14s. The relief afforded to the families of members at death consists of an allowance varying, according to the society's assets, from a minimum of £5 to a maximum of £50, the latter sum being the amount now payable. Ten members have died during the past year, and the family of each has, or will receive, that allowance. To two members, whose wives have died during the same period, £25 each has been paid, this sum representing the amount now payable on the death of a free member's wife. The expenditure on account of deaths during the year has been £605, and the total expenditure on this account since 1832, £16,447 10s. In the revision of the rules already referred to it has, to meet the requirements of Mr. Finlason, been found necessary to make some alterations in the subscription of the members; and in so doing the society has kept in view the desirability of so framing their schedules as to offer to the younger clerks an inducement to join the society by making their payments as low as possible. The benefits to members have been made more dependent upon the society's capital, but the full scale is guaranteed while the society retains its present amount of invested capital. On account of the general fund there has been received from all sources during the year, including an arrear of interest and a munificent bequest of £1,000 under the will of John Saunders, Esq., the sum of £5,785 6s. 7d. The amount expended in sickness, on superannuation and death, with various necessary disbursements, has been £2,670 15s. 4d. The surplus, £3,114 11s. 3d., has been added to the society's invested capital, which, on the 6th April, 1874, amounted to £52,835 4s. 6d. A large number of applications for relief have been received during the past year, and those found to be from deserving persons were at once granted. To persons who will not take this assistance by way of gift, the committee have power to grant it by way of loan. Several members in need have been so assisted during the past year, and in making such gifts and loans, a sum of £337 10s. has been expended. The total sum so employed since 1832 amounts to £14,193 8s. The condition of the casual fund has slightly improved during the past year. The cash balance on the 7th April, 1873, amounted to £62 1s. 9d. There has been since received £474 15s. 2d. In gifts, loans, and some necessary disbursements, £361 12s. 9d. has been expended, leaving a cash balance in hand on the 6th April, 1874, of £140 16s. 7d. There is also standing to the credit of this fund a sum of £1,214 3s. 9d. reduced annuities, which it was hoped might be appropriated, with additional aid, to the granting of some small pensions to the most needy and deserving widows of members; but the heavy claims on account of superannuation render it imprudent for the society at present to grant such additional benefit. The committee have much pleasure in stating that the society has during the past year carried out a long-felt wish to have an office of its own, open daily, for the greater convenience of the members in the payment of their subscriptions, the use of their library, and where the vacant situation-books can be readily referred to by the profession and the members generally."

The CHAIRMAN, who, on rising to propose the toast of the evening, "Prosperity to the United Law Clerks' Society," was loudly applauded, said: Gentlemen, you have just heard the report of the committee of management read, and after you have listened to that no eulogy of this institution is needed from me. Its utility is to be found in what the committee in their report record they have been instrumental in effecting, to the extent to which their funds have enabled them to go, by alleviating distress, penury, and misery in various forms. Gentlemen, I have on two previous occasions had the honour of presiding at anniversaries of this institution, and I confess I am utterly at a loss to find any new topic to bring before you in praise and encouragement of it. All I can say is that I can conceive no class of men to whom the helping hand of generous assistance ought to be more readily extended than to the hardworking, meritorious law clerks. There is no one in either branch of the profession—barrister or solicitor—who has not been deeply indebted to those useful and painstaking men. I hope you will not regard it as a liberty or an impertinence if I say that nothing could have given me greater satisfaction in attending here this evening than hearing your satisfactory report read by my principal clerk, Mr. Frayling. I am happy to have the opportunity of saying that I believe a worthier man never lived. He is a man who does honour to the position

which he holds, not only as regards his high integrity, but also his intellectual culture of no ordinary kind. I feel that I am travelling out of the record, that I am getting as we say *extra viam*, but you will excuse the feeling, I am sure, which is simply one of a due acknowledgment of the merits of a man to whom I owe a great deal. Gentlemen, with regard to the class of men which this society is intended to support and relieve in difficulty and necessity, as I said just now, I know of no class better entitled to your generous and liberal sympathy. Because they are men whose means of subsistence is necessarily precarious; precarious in this sense, that they are men, for the most part at all events, without the advantages of fortune; whose livelihood must depend upon their capacity to do the work which ensures them the comforts of life or even subsistence. And if disease, if accident, if calamity overtake them, they have no resource but the generosity of their employers, and the relief which is to be obtained from such an institution as this. One cannot doubt, therefore, that to this class of men the opportunity of becoming members of such a society as that the claims of which I am now desirous to advocate, must be of the greatest advantage, seeing that it affords them, I will not say an adequate provision (alas! no eleemosynary institution can do that), but some relief and some amount of subsistence in the hour of adversity, illness, or affliction, to which all of us in this world are liable. Therefore it is very gratifying to find such a society as this flourishing to the degree that it does. No less satisfactory is it to be able to look around and see that this anniversary festival is graced by the presence of so many distinguished members of the legal profession who have come amongst us this evening to afford us their assistance and countenance. I hope that such will always continue to be the case, and that your society will flourish from year to year until even a more satisfactory report than we have heard to-night shall be submitted for consideration. Although from the figures which are given in the report it is quite clear that the institution is founded upon a safe, secure, and solid basis in a financial point of view, it is equally plain that if the generous sentiments of those who have the management of the funds could have effect given to them by the means at their disposal, they would do more than prudential considerations now enable them to do; for they have found themselves under the necessity of limiting and curtailing an assistance which they would always have cheerfully rendered. What is the moral to be derived from this state of things? Simply this, that we should put our hands in our pockets and see what we can do to further the benefits of this institution. I am sure, gentlemen, that is the feeling which animates you all, and I will not detain you longer by dwelling upon the merits of a society whose claims to support I am sure you are all fully alive to, but will at once propose to you "Prosperity to the United Law Clerks' Society."

Mr. A. G. MARTEN, Q.C., M.P., said he had the honour of proposing a toast which he was quite sure would be received with great satisfaction, that of "The Patrons of this Society. And in using the term patron they were carried back to those periods when that term corresponded somewhat to that of counsel at the present day. Those were the days when might have been heard eloquence—he would not say equal to that of the chairman himself, one of its greatest masters in ancient or modern times. In proposing the toast he undertook a great responsibility, but its subjects were known to most present, in most cases personally in the transaction of business. He was not, therefore, proposing the health of strangers, but of those who had risen from themselves, who had formed part of their honourable profession, and so fitly filled its highest ranks. One of the characteristics of their profession was, as it should be with every liberal profession—an entire freedom from the mean vice of jealousy. He believed that there was pervading all its ranks a sincere and hearty sympathy with the successes of those who attained promotion therein, and they were united by the common bond of devotion to the law. They were all united in the exertions required for the discharge of its functions. There were some occupying high positions, of whom the Lord Chief Justice, the chairman, was one of the most illustrious examples. No one but those who had the honour of frequently meeting with the law clerks of the various branches of the profession could to the full appreciate the ability they evinced. They possessed, what in their profession he thought was most important, the most unremitting industry; for it was a most laborious profession, and one requiring constant attention to and appreciation of its details. Another feature was the pervading sense of honour characterising them. The betrayal of the secrets or of the cause of a client was unknown. It redounded in the highest degree to the credit of the law clerks, the anniversary of whose society they were celebrating, that an instance was scarcely known of any person, whatever his position, ever having betrayed the sacred trust confided to him by his client. Were it possible that they could have a fault, it would be of over zeal for their interests, and so far as they were capable of erring it was rather in that direction than any other.

Mr. G. WYBROW read the list of donations, amounting to nearly £500, and expressed the deep regret of the members at the absence, through ill-health, of their highly valued Hon. Secretary, Mr. H. G. Rogers.

Mr. T. WEBSTER, Q.C., proposed the health of their chairman, the Lord Chief Justice of England, regretting his inadequacy to the task assigned him. It was something to have a person involved, as his Lordship was, in the serious avocations of life, coming there and supporting by his presence such an institution as this. They had known him now for many years, professionally and otherwise, but during the last few years they had seen him called to fill another position—one, perhaps, the most exalted falling to the lot of men, as an arbitrator in the great arbitration with our brethren across the Atlantic. It had been suggested that, owing to the inevitable changes which time brings forth, there would no longer be a Lord Chief Justice of England, or rather of the Queen's Bench, but if he should be called "the president of the first division," he was sure they would have in their president a person discharging his arduous duties in the most satisfactory manner.

The CHAIRMAN, in response, said that words failed him in expressing his sense of the honour accorded to the toast, and he was embarrassed by the laudatory terms which his old and valued friend had used. He had adverted to the transition state now existing, and to the passing away of old institutions and the substitution of new ones; and he supposed he must no longer call himself Lord Chief Justice, but whatever position he might fill for the short time remaining for judicial action and the fulfilment of his career, he would venture to say that he should honestly endeavour to do his duty therein. He knew that in whatever position of life a man might be placed, if he were only determined to do his duty to the best of his ability, he would achieve something satisfactory to himself and others. Many as had been his imperfections, he would not yield to any man in the desire to discharge his duties faithfully. There was one thing for which he took credit—he hoped not unduly—and in that he should have their concurrence in what he was about to say; from the time he had joined the profession to the present day, whether at the bar, or on the bench, if one thing had been more dear to him than another, it was the honour of the profession to which he belonged, and he had endeavoured, especially since he had the honour of a seat on the bench, to uphold the dignity of every branch of the profession in all its integrity. He had endeavoured to trace the line within which the zeal of the advocate might be exercised, but within which he ought to be curbed. No man valued more highly than he the zeal with which the advocate ought to throw all the energies of his being into the cause of his client, but it should be with a jealous reservation of the claims which truth and justice and honour demanded. And he might say that he had been as jealous of the honour of the other branch of the profession, the solicitors, as well as the bar. He was bound to be, even of the boy that joined the profession yesterday. He would not allow, if he could help it, any advantage to be gained by any imputation upon the honour or reputation of any man engaged in the administration of justice. Next to his own honour and the dignity of the bench, which it was his business to protect, stood the honour of the profession at large, and every branch and member of it was dear to him, and he sought to make it his incessant object to watch and protect it. He would say no more about himself except to repeat his sincere thanks for the toast which had been proposed, and for the manner in which it had been received. After a long career—now fast drawing to a close—he knew of no better reward than the cordial reception of him that evening.

His excellent friend had said this was the third time he had presided on these occasions, and if it were necessary he would come a fourth time. This institution was, he thought, one of the most valuable of the kind in the country, and he would always do all in his power to promote its interests, and to give his most cordial assistance to it. The *rôle* had almost been exhausted—though that would be difficult—of those whom they might desire to preside over them on future occasions, but if not past the time of doing it, he was ready again to do so. He rejoiced in the prosperity of this institution, and must say before sitting down what a heartfelt satisfaction it was to him that it was so highly appreciated that the Benchers of Lincoln's Inn had handsomely given them the use of their noble Hall, as a place of meeting worthy of the anniversary of such an institution.

Mr. ADDISON proposed "the Bench, the Bar, and the Profession," saying that the English bench of the present day had not fallen away from the glorious position of that bench in the past. When an Englishman went abroad, among the many things which pleased him, not the least was the way in which the bench in this country and the administration of justice here were spoken of by foreigners. With regard to his own branch of the profession, it ill became him to say more than that he trusted that the bench, the bar, and the solicitors would ever continue to secure the highest administration of justice in the country, and he trusted that the whole of the profession would extend their support to this society. He would urge its members to remember that self-help was the best help, and that while the profession renders its aid the society must, like all other institutions, be extended by their own energy and zeal.

Mr. MONTAGUE COOKSON responded.

Mr. WESTLAKE, Q.C., proposed the toast of the Hon. Stewards, for which Mr. Stallard returned thanks.

Mr. BREWER proposed the toast of the "Benchers of the Honourable Society of Lincoln's Inn," thanking them for their kindness in granting the use of the Hall for the anniversay festival, to which

Mr. T. WEBSTER, Q.C., responded.

The CHAIRMAN proposed the toast of "The Ladies," coupling with it the name of Mr. Registrar Merivale, who responded.

KENT LAW SOCIETY.

At the annual general meeting of the Kent Law Society, held at the Crown Hotel, Sevenoaks, on Monday, the 8th day of June, 1874: present, Mr. Edward Hoar, President, in the chair; Messrs. Bassett, Bathurst, W. Bristow, Brockman, Carnell, Case, C. A. Case, Creery, Farnfield, Farrar, Gardner, Giraud, Hallett, Harrison, Hilder, Hinds, E. Hughes, H. Hughes, King, Kipping, E. N. Knocker, Menpes, Monckton, H. Monckton, Norton, Saw, Scratton, Scudamore, Sharland, Simpson, Smith, Stone, F. S. Stenning, Stringer, Tassell, A. Tassell, Tasker, Wightwick, Wildes, Wilks, and Winch: the accounts of the treasurer were audited, and there was found to be a balance in his hands of £86 14s. 0d.

Mr. Hilder, of Gravesend, was elected president, and Mr. Scratton, of Tenterden, was elected Vice-President for the year ensuing.

It was resolved, that the next annual meeting of the society should be held at the Pavilion Hotel, Folkestone.

Mr. Charles Edward Hatten, of Gravesend, proposed by Mr. Sharland, and seconded by Mr. Hilder; Mr. Thomas Hazard, of Blackheath, proposed by Mr. Giraud, and seconded by Mr. Tassell; Mr. Robert Hoar, of Maidstone, proposed by Mr. C. A. Case, and seconded by Mr. Scratton; Mr. Richard Turner Tatham, of Maidstone, proposed by Mr. Monckton, and seconded by Mr. Scudamore; Mr. Humphrey Wood, of Chatham, proposed by Mr. Winch, and seconded by Mr. Bassett; and Mr. Walter Robert Kersey, of Deptford, proposed by Mr. Bristow, and seconded by Mr. Monckton, were severally duly elected members of the society.

It was resolved, that Mr. Acworth, Mr. W. Bristow, Mr. Carnell, Mr. Daniel, Mr. Farrar, Mr. Hallett, Mr. Hinds, Mr. Knocker, Mr. Munn, Mr. E. Norwood, Mr. Russell, Mr. H. T. Sankey, Mr. Sharland, Mr. Simpson, Mr. Tassell, Mr. Wildes, and Mr. Winch, together with the committee for special purposes, be the general committee of the society for the year ensuing.

The deaths since the last meeting of Mr. William Hughes, of Margate, and of Mr. Wates, of Gravesend, were reported.

It was also reported that Mr. J. M. Clabon and Mr. John B. Monckton had retired from the society, the latter from his having ceased to practise as an attorney, he having been appointed town clerk of London.

It was resolved, that a sum of five pounds be presented to Miss Pike, the late librarian of the Literary and Mechanics Institution, in whose charge the books of the society had been for a few years, on her leaving that situation in consequence of ill-health.

The Land Titles and Transfer Bill, introduced by the Lord Chancellor, and which had passed the House of Lords and had been carried down to the House of Commons, was considered and discussed by the meeting, and the secretary reported that he had been in correspondence with the Incorporated Law Society, and also with most of the provincial law societies in the kingdom, including those of the large towns, upon the provisions of the Bill, and had attended a meeting of deputations of the provincial law societies, lately held in London, with a view not of opposing the Bill, but of obtaining as far as possible the united action of such societies in obtaining amendments in the Bill in many particulars, the more important of which being:—First, that the Bill should not make registration compulsory; second, that if it were made compulsory, provision should be made for the establishment of district registries; and third, that solicitors should be eligible for all appointments under the Act; and it was moved by Mr. Hilder, and seconded by Mr. Simpson, and resolved: "That this meeting highly approves the action taken by the secretary with reference to the Land Transfer Bill, and requests him to act in concert with the associated provincial law societies for obtaining such alterations in the Bill as have been, or may be, recommended by that body, and to take such steps as he may deem advisable."

It was also resolved, that the committee for special purposes be authorised to subscribe such sum out of the funds of the society as they may think fit, towards the expenses of the associated law societies, in obtaining amendments and alterations in the Bill.

EDWARD HOAR, President and Chairman.

ARTICLED CLERKS' SOCIETY.

A meeting of this society was held at Clement's Inn Hall on Wednesday, the 24th day of June, 1874, Mr. G. Castle in the chair. Mr. Hanbart, LL.B., read a paper on "Solicitors and their prospects," the discussion of which occupied the remainder of the evening. On the motion of the secretary the meeting was adjourned until Wednesday, the 7th October, prox.

LEGAL ITEMS.

It appears from a return of all election petitions tried in England by Election Judges under the Parliamentary Elections Act, 1868, up to the 30th of January last, and similar returns as to Ireland and Scotland, that in England there were forty-seven, in Ireland seventeen, and in Scotland only one election petition.

It is stated that the Federal Council of the German Empire has adopted the proposals of the Judicial Committee relative to the elaboration of the Civil Law Code, the revision of the Commercial Law Code, and the legislation concerning the Joint Stock System. It has charged the Judicial Committee to recommend lawyers for election on the commission for drawing up a Civil Code.

Mr. Walter G. Phillimore writes to the *Times* to state that "the average annual income of the judge of the Arches Court has been £4, not £4,000. Sir Robert Phillimore was appointed judge in 1867, and received no further emoluments than that till 1873, when he was appointed by the Archbishop of Canterbury, in recognition of his hitherto gratuitous services, to the office of Master of the Faculties, the emoluments of which are from £500 to £600 a-year. Sir R. Phillimore is also judge of the High Court of Admiralty, and as such receives by statute a salary of £4,000 a-year for his duties in that court. The two offices of judge of the High Court of Admiralty and judge of the Court of Arches are quite distinct; the appointments are in different hands; and, in fact, they have never before been held by the same person, except during the last few years of the late Dr. Lushington's judicial career, when, having been

for a long time judge of the High Court of Admiralty, he accepted, in addition, the office of judge of the Court of Arches, with that of the Master of the Faculties."

"L. I. F.," writing to the *Times*, says:—"We are now nearing the end of June, but no Rules have yet appeared. It is said the judges are considering them, and that when they are settled they will be published. Why were not the draught Rules prepared by the three barristers appointed for that purpose submitted to the public and the profession? By these means a large body of valuable criticisms would have been obtained, which now, if not lost, will be too late, for nobody, I suppose, expects the judges to alter Rules they have once settled. Even now, though it might delay the operation of the Act till next Easter, the draught Rules ought to be submitted for criticism if they are to work with even reasonable smoothness. Having made a suggestion, I will now venture on a prophecy, which is that the courts at Guildhall will rise before the actual termination of the sittings, on Friday, the 10th of July. We may, perhaps, hear a great deal about causes being postponed and the paper otherwise cleared, and something about the scarcity of judges; but the reason for this scarcity is the important matter. Now, Sir, without referring to the Northern and Midland Circuits, which, for anything I know, may be obliged to be commenced on the appointed days, the 4th and 6th, I see that the South Wales, Norfolk, Home, and Oxford Circuits are fixed for the 8th, and the Western for the 9th. Thus we find nine judges (exclusive of the four on the Northern and Midland Circuits) are deliberately going to leave town before the end of the sittings, as far as I can see, neither to the advantage of the bar nor of suitors, country or town. The sittings under the new Act may perhaps be more continuous, but one may be permitted to doubt, judging from this experience, whether they will be much longer. As it is an ill wind that blows nobody good, this may be a satisfactory reflection to those members of the bar who feared that the Long Vacation was doomed."

LAW STUDENTS' JOURNAL.

EXAMINATIONS AT THE INCORPORATED LAW SOCIETY.

Easter Term, 1874,

FINAL EXAMINATION.

At the Examination of Candidates for Admission on the Roll of Attorneys and Solicitors of the Superior Courts, the examiners recommended the following gentlemen, under the age of twenty-six, as being entitled to honorary distinction:—

Arthur Chisolm Moore, who served his clerkship to Messrs. Philbrick & Son, of Colchester, Messrs. Turner, Deane, & Elwes, of Colchester, and Messrs. Kingsford & Dorman, of London.

Charles Alfred Pryce, who served his clerkship to Messrs. Shepheard & Sons, of London.

William Alfred Pitt, who served his clerkship to Mr. Augustus Gardiner Stevens, of Bristol, and Messrs. Miller & Gane, of London.

Thomas Arthur Dyson, who served his clerkship to Mr. Frederick Merryweather Burton, of Gainsborough, and Messrs. Field, Roscoe, & Co., of London.

John Harry Gregson, who served his clerkship to Messrs. Alleyne & Walker, of Tonbridge, Mr. Thomas Fuller Walker, of Tonbridge, and Messrs. Thomas White & Sons, of London.

William Robert Lloyd Jones, who served his clerkship to Messrs. Brown & Son, of Chester, and Messrs. Milne, Riddle, & Mellor, of London.

The Council of the Incorporated Law Society have accordingly awarded the following prizes of books:—

To Mr. Moore, the prize of the Honourable Society of Clifford's-Inn.

To Mr. Pryce, the Prize of the Honourable Society of New Inn.

To Mr. Pitt, Mr. Dyson, Mr. Gregson, and Mr. Jones, prizes of the Incorporated Law Society.

The examiners have also certified that the following candidates, under the age of twenty-six, passed examinations which entitle them to commendation:—

John Thomas Worth, who served his clerkship to Mr. Richard Brown, of Stockport.

Charles Payne Hennessy, who served his clerkship to Messrs. Essery & Glascodine, of Swansea, and Messrs. Johnson & Weatheralls, of London.

Albert Gibson, who served his clerkship to Messrs. Maxsted & Gibson, of Lancaster, and Messrs. Bell, Brodrick & Gray, of London.

The Council have accordingly awarded them certificates of merit.

The examiners have further announced to the following candidate that his answers to the questions at the examination were highly satisfactory, and would have entitled him to a prize if he had not been above the age of twenty-six:—Thomas Pearce.

The number of candidates examined in this term was 137; of these, 126 passed, and 11 were postponed.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, June 26, 1874.

ę per Cent. Consols, 92¾xd	Annuities, April, '85 9⅞
Ditto for Account, July 92¾xd	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 92⅛	Ex Bills, £1000, 2½ per Ct. par
New 3 per Cent., 92½	Ditto, £500, Do par
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, par
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 5 Ct. (last half-year) 259
Do. 5 per Cent., Jan. '73	
Annuities, Jan. '80 —	Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

Ditto 5 per Cent., July, '80 107¾xd	Ditto, 5½ per Cent., May, '79 2
Ditto for Account.—	Ditto Debentures, per Cent., April, '64 —
Ditto 4 per Cent., Oct. '88 103	Do. Do, 5 per Cent., Aug. '73 100½
Ditto, ditto, Certificates, —	Do. Bonds, 4 per Ct., £1000
Ditto Enfaced Ppr., 4 per Cent. 95½	Ditto, ditto, under £1000
Ind. Enf. Pr., 5 p C., Jan. '72	

RAILWAY STOCK.

	Railways.	Paid.	Closing Price
Stock	Bristol and Exeter	100	126
Stock	Caledonian	100	93½
Stock	Glasgow and South-Western	100	—
Stock	Great Eastern Ordinary Stock	100	45½
Stock	Great Northern	100	138½
Stock	Do., A Stock*	100	154½
Stock	Great Southern and Western of Ireland	100	107
Stock	Great Western—Original	100	120¾
Stock	Lancashire and Yorkshire	100	145
Stock	London, Brighton, and South Coast	100	78½
Stock	London, Chatham, and Dover	100	21
Stock	London and North-Western	100	149½
Stock	London and South Western	100	112½
Stock	Manchester, Sheffield, and Lincoln	100	70¼
Stock	Metropolitan	100	89½
Stock	Do., District	100	24
Stock	Midland	100	127
Stock	North British	100	62
Stock	North Eastern	100	166
Stock	North London	100	109
Stock	North Staffordshire	100	64
Stock	South Devon	100	64
Stock	South-Eastern	100	111½

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The Bank rate continues 2½. The proportion of reserve to liabilities has risen from 48·10 last week to 48·70 this week. There has been more firmness in the railway market this week. A rise occurred in American railways on Monday and Tuesday, succeeded by a relapse on Wednesday on the receipt of lower prices from New York. In the foreign market business has been very much restricted, and on Thursday most of the stocks were slightly lower. Consols on Thursday closed at 92½ for delivery, and 92½ to ⅝ for the account.

BIRTHS AND MARRIAGE.

BIRTHS.

BLUNT—On June 21, at Leicester, the wife of George H. Blunt, solicitor, of a son.

MACLEAN—On June 19, at 9, Southwell-gardens, Queen's-gate, the wife of Francis William Maclean, Esq., of the Inner Temple, barrister-at-law, of a daughter.

PUGHE-JONES—On June 23, at South Norwood, Surrey, the wife of Robert Pughe-Jones, of 5, New-square, Lincoln's-inn, barrister-at-law, of a daughter.

MARRIAGE.

WAINWRIGHT—STEWARDSON—On June 17, at St. Peter's, the parish church, Brighton, Henry Money Wainwright, of Dudley, solicitor, to Elizabeth, widow of Mr. George Stewardson, of Mardale, Westmoreland, and St. Leonard's, Sussex.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, June 19, 1874.

Parsons, Arthur, and Joseph Bright, jun, attorneys and solicitors, Eldon chambers, Wheeler gate, Nottingham. June 17

Winding up of Joint Stock Companies.

FRIDAY, June 19, 1874.

UNLIMITED IN CHANCERY.

Partnership formed for acquiring a Lease of the Sadlar's Wells Theatre.—By an order made by V.C. Malins, dated June 10, it was ordered that the above partnership be wound up. Walter and Co, St Benet's place, Gracechurch st. solicitors for the petitioner.

South Lady Bertha Copper Mining Company.—V.C. Bacon will, on Monday, June 22, at 12, at his chambers, New square, Lincoln's inn, proceed to make a call on the several persons who are settled on the list of contributories, and the said judge proposes that such call shall be for three pounds ten shillings per share.

LIMITED IN CHANCERY.

Allt-y-Crib Silver Lead Mining Company, Limited.—Petition for winding up, presented June 18, directed to be heard before V.C. Bacon, on June 27. Lyne and Holman, Great Winchester st buildings, solicitors for the petitioners.

Blaen Caelan Company, Limited.—The M.R. has, by an order, dated June 6, appointed Mr. George Tempany Smith, Aberystwith, to be provisional official liquidator.

British and Foreign Patent Fuel Company, Limited.—Petition for winding up, presented June 16, directed to be heard before the M.R., on June 27. Thomson, Great Winchester st, solicitor for the petitioners.

Malaga Lead Company, Limited.—Petition for winding up, presented June 17, directed to be heard before the M.R., on June 27. Salaman, King st, Cheapside, solicitor for the petitioners.

New Nant-y-Blaidd Silver Lead Mine, Limited.—Petition for winding up, presented June 13, directed to be heard before V.C. Bacon, on June 27. Edmands, Poultry, solicitor for the petitioner.

Planet Assurance Corporation, Limited.—Petition for winding up, presented June 17, directed to be heard before V.C. Malins, on June 26. Ingle and Co, Threadneedle st, solicitors for the petitioners.

Rust's Patent Vitrified Marble Company, Limited.—V.C. Hall has, by an order dated June 15, appointed Alfred Good, Poultry, to be official liquidator. Creditors are required, on or before July 13, to send their names and addresses, and the particulars of their debts or claims, to the above. Monday, July 20, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Suburban and Metropolitan Co-operative Society, Limited.—By an order made by V.C. Malins, dated June 12, it was ordered that the above society be wound up. Grain, Philpot lane, solicitor for the petitioner.

Tahiti Cotton and Coffee Plantation Company, Limited.—The M.R has, by an order dated June 4, appointed John Young, Tokenhouse yard, to be official liquidator.

TUESDAY, June 23, 1874.

UNLIMITED IN CHANCERY.

National Mutual Shipping Assurance Association.—V.C. Malins has fixed June 30, at 12, at his chambers, for the appointment of an official liquidator.

Norfolk and Norwich Provident Permanent Benefit Building Society.—Petition for winding up, presented June 20, directed to be heard before V.C. Hall, on July 3. Cheesman, Serjeant's inn, Chancery lane, agent for Wright, Norwich, solicitor for the petitioners.

LIMITED IN CHANCERY.

Bessemer Steel and Ordnance Company, Limited.—V.C. Malins has by an order dated May 28, appointed John Evans Frehe Aylmer and Thomas Stephen Evans, King William st, and Augustus Wolfen Philpot lane, to be provisionally official liquidators.

Blaen Caelan Company, Limited.—The M.R. has fixed Friday, July 3, at 11, at his chambers, for the appointment of an official liquidator.

Petersburg and Viborg Gas Company, Limited.—Petition for winding up, presented June 24, directed to be heard before V.C. Malins, on Friday, July 3. Heritage, Nicholas lane, petitioners' solicitor.

Santander Iron Ore Company, Limited.—Petition for winding up, presented June 19, directed to be heard before V.C. Hall, on July 3. Philip, Queen Victoria st, Mansion house, solicitor for the petitioner.

Stock, Share, and Finance Company, Limited.—By an order made by V.C. Hall, dated June 12, it was ordered that the above company be wound up. Fallows and Whitehead, Lancaster place, Strand, solicitors for the petitioner.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, June 16, 1874.

Ainsworth, Jesse, Oldham, Lancashire, Esq. July 11. Ainsworth v Yates, V.C. Hall. Harwar, Oldham

Arnold, John, Leamington Priors, Warwick. July 10. Smith v Arnold, V.C. Malins. Berridge, Leicester

Cruden, Isabella, Grange, Stoke Newington. July 13. Surman v Cruden, M.R. Iliffe, Bedford row

Lawrence, Humphrey, Downes, Leesohill, Stafford, Gent. July 10. Lawrence v Fletcher, V.C. Malins. Saunders, Philpot lane

Primett, William, Ickleford, Herts, Farmer. July 20. Primett v Primett, V.C. Malins. Wright, Hitchin

Thompson, John, Nunhead, Surrey, Gent. July 1. Brook v Thompson, V.C. Hall. Shaen, Bedford row

Webb, Harriet, Cheltenham, Gloucester. July 8. Draper v. Milligan, V.C. Malins. Hughes, Bedford row

Wilder, Samuel, Derby, Gent. July 10. Taylor v Campion, V.C. Malins. Gadsby, Derby

FRIDAY, June 19, 1874.

Barrett, Caroline Louisa, Brighton, Sussex. July 16. Barrett v Millwood, M.R. Hoare, Great James st, Bedford row

Curtois, Rowland Latimer Sidney, Brighton, Sussex. July 16. Kerridge v Custois, V.C. Malins. Walker and Co, Furnival's inn

Darke, Richard, Elm grove, Hammersmith, Hosier. July 20. Darke v Starr, and Darke v Clough, M.R. Watson, Bouverie st, Fleet st

Etough, Rev Daniel Oliver, Edinburgh. July 23. Etough v Butt, V.C. Malins. Booty, Raymond buildings, Gray's inn

Keate, Robert William, Cape Coast, Africa, Governor. Sept 2. M.R. Franklin and Buchanan, Parliament st

Ledicott, Thomas William, Hants, Tobacconist. July 18. Burroughes v Howard, V.C. Malins. Emanuel, Walbrook

Milward, Henry Anderson, Reading, Berks, Gent. July 23. Milward v Milward, V.C. Hall. Henderson, Reading

Wells, William Henry, Battersea Rise, Flour Merchant. July 4. Wells v Wells, V.C. Bacon. Chauntrell and Pollock, Lincoln's inn fields

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, June 19, 1874.

Achgelis, Henry William, Whateroft Hall, Chester, Merchant. Sept 29. Cobbett and Co, Manchester

Barwick, John, Huddersfield, York, Bank Manager. Aug 1. Bottomley, Huddersfield

Bassett, Thomas, Birmingham, Metal Dealer. Sept 7. Cottrell, Birmingham

Beach, Sarah, Freemantle, Southampton. Aug 1. Bradby and Robins, Southampton

Blatspiel, Frederick Ernest, Tavistock square, Esq. Aug 10. Lawrance and Co, Old Jewry chambers

Bridges, Francis, Worthing, Sussex. Sept 29. Satchell and Chapple, Queen st, Cheapside

Campbell, William, Woodford, Essex, Shipowner. Aug 10. Kipping, Essex st, Strand

Cartwright, Alexander, Handsworth, Stafford, Surgeon. Aug 1. Saunders and Bradbury, Birmingham

Chambers, Rev John Charles, Greek st, Soho. Aug 1. White and Co, Whitehall place

Chinery, Edward, Lymington, Southampton, Doctor. July 9. Moore and Jackman, Lymington

Cuthbert, James William, Grosvenor st, Grosvenor square, Esq. Sept 20. Walters and Co, New square, Lincoln's inn

Donnell, Sarah, Culford rd, Kingsland. July 10. Kipping, Essex st, Strand

Douglas, Rev Stair, Funtington, Sussex. July 31. Johnson and Raper, Chichester

Duquenoy, Leon, Savage gardens, Wine Merchant. July 18. Parkers, Bedford row

Green, Mary, Leckhampton, Gloucester. Aug 1. Bottomley, Huddersfield

Hall, Edward James, Minories, Shipping Ironmonger. July 10. Swabey, College hill

Holburne, Sir Thomas William, Bath, Somerset, Baronet. Aug 15. Carlisle and Ordell, New square, Lincoln's inn

Howes, Samuel, Bethnal Green rd. Aug 15. Payne, King's rd, Bedford row

Jackson, Thomas, Abingdon st, Westminster, Gent. Sept 1. Dawson and Co, Bedford square

Lewis, Thomas Morris, Fordingbridge, Hants. Aug 1. Hopgood, Whitehall place

Lewtas, William Worthing, Sussex, Gent. July 24. Norris and Sons, Liverpool

Mason, Richard, Keddington, Lincoln, Farmer. Sept 1. Mason, Barton-upon-Humber

Peckover, Edmund, Maddox st, Regent st. July 16. Paterson and Co, Bouverie st

Sleeman, John, Beneathway, Cornwall, Yeoman. July 14. Childs and Batten, Fleet st

Stephenson, John, Barton-upon-Humber, Lincoln, Coal Merchant. Aug 1. Mason, Barton-upon-Humber

Stewart, James, Camomile st, Merchant. Aug 3. Jupp, Carpenters' Hall, London Wall

Wales, John, son, Margate, Kent, Builder. Sept 1. Plummer and Fielding, Canterbury

Bankrupts.

TUESDAY, June 16, 1874.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar

To Surrender in London.

Haynes, Arthur, Lea Bridge corner, Clapton, Draper. Pet June 13. Roche. June 30 at 11.30

Johnstone, Robert T Hope, Lower Belgrave st, Pimlico, Gent. Pet June 11. Hazlitt. June 30 at 12

Reeves, Amos George, Camberwell Station, Camberwell New rd, Coal Merchant. Pet June 12. Roche. July 2 at 11

Schmidt, , Fenchurch buildings, Fenchurch st, Leather Merchant. Pet June 11. Hazlitt. June 30 at 11.30

To Surrender in the Country.

Birkinshaw, Edward, Harrogate, York, Stonemason. Pet June 12. Perkins. York, June 30 at 11

Bolingbroke, John Henry, Southampton, Hotel Keeper. Pet June 12. Thorndike. Southampton, July 4 at 12

Edge, Joseph Batchelor, Kidderminster, Worcester, Innkeeper. Pet June 13. Talbot. Kidderminster, June 26 at 11

Francombe, Ann, Haydon Wick, Wilts. Pet June 12. Townsend. Swindon, June 30 at 11

Oldfield, William, Delph, York, out of business. Pet June 12. Tweedale. Oldham, June 29 at 11

FRIDAY, June 19, 1874.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Ramsay, John Summons, Bond court, Walbrook, Wine Merchant. Pet June 17. Spring-Rice. July 2 at 11

To Surrender in the Country.

Buttifant, Archibald George, Norwich, Timber Merchant. Pet June 13. Bullard. Norwich. June 30 at 3

Ellingham, James Thomas, Great Yarmouth, Norfolk, Builder. Pet June 15. Walker. Great Yarmouth. June 30 at 12

Forgie, James, Newcastle-upon-Tyne, Draper. Pet June 17. Mortimer. Newcastle. July 2 at 11

Robinson, Rawdon Briggs, Dulverton, Somerset, Surgeon. Pet June 15. Daw. Exeter. June 30 at 11

TUESDAY, June 23, 1874.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Burr, William Alfred, and Arthur Burr, Gracechurch st, Merchants. Pet June 19. July 6 at 11

Craig, Adam, Hemingford rd, Barnsbury, Crinoline Skirt Manufacturer. Pet June 18. Pepys. July 7 at 11

Godrich, Francis jun, Fulham rd, Surgeon. Further First meeting. Roche. July 14 at 11

Mackay, George Henderson, and John Wheeler, New Bond st, Tailors. Pet June 18. Pepys. July 7 at 12

Marlborough, William, Bishopsgate st Within, Stock Dealer. Pet June 19. Roche. July 9 at 11

Silver, James Napier, Pratt st, Camden Town, no occupation. Pet June 18. Pepys. July 7 at 11.30

BANKRUPTCY ANNULLED.

TUESDAY, June 16, 1874.

Lee, James H , Thistle Grove, West Brompton. June 4

FRIDAY, June 19, 1874.

Gowland, Thomas Stafford. Eastborne, Sussex, Bookseller. June 12

Oldale, Joseph, Sheffield, Journeyman Silversmith. June 12

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

TUESDAY, June 16, 1874.

Abbott, George, Little Stonham, Suffolk, out of business. July 6 at 3 at offices of Pearce, Princes st, Ipswich. Hill, Ipswich

Auston, Albert William, Great Bromley, Essex, Cattle Dealer. June 29 at 4 at offices of Jones, Butt rd, Colchester

Austen, Walter Crees, Southampton, Chemist. June 30 at 11 at offices of Edmonds and Co, High st, Southampton. Deacon, Southampton

Bartlett, Henry Mozart, Great College st, Camden Town, Mattress Manufacturer. June 30 at 2 at offices of Haydon, Bishopsgate st Within. Chinery and Aldridge, Fenchurch st

Bell, John, Wark, Northumberland, Draper. June 29 at 3 at offices of Bush, St Nicholas buildings, Newcastle-upon-Tyne

Brown, Jabez, New Whittington, Derby, Draper. June 29 at 3 at offices of Jones, High st, Chesterfield

Brown, Nathan, Manchester, Commission Agent. July 6 at 10 at offices of Garthwaite, Brazennose st, Manchester

Brown, William Ray, Forest Hill, Kent, Brewer. June 29 at 2 at offices of Croysdill and Co, Old Jewry chambers. Kingsford and Dorman, Essex st, Strand

Clark, John William, Otley, York, Currier. June 26 at 11 at 36, Trinity st, Leeds. Appleton

Clucas, William, Barrow-in-Furness, Lancashire, Labourer. June 30 at 2 at the Ship Hotel, Strand, Barrow-in-Furness. Taylor, Barrow-in-Furness

Cook, Joseph, Hereford, General Dealer. June 29 at 12 at offices of Arthy, Hereford

Coombs, John, Kingston-upon-Hull, Working Cutler. June 26 at 11 at offices of King, Scale lane, Hull

Cooper, Charles, Bath, Butcher. June 29 at 2 at No. 3, Wood st, Bath. Meger

Copp, William Walter, Exmouth, Devon, Coal Merchant. June 27 at 11 at offices of Adams, Exmouth

Corry, George, Stoney Stoke, Somerset, Farmer. June 27 at 11 at the Greyhound Hotel, Wincanton. Watts, Yeovil

Cresswell, Henry, Manchester, Plumber. July 3 at 1 at the Collyhurst Hotel, Hannah st, Manchester. Welch, Longton

David, Moses, Chapel st, Lamb's Conduit st, General Dealer. July 2 at 11 at the Guildhall Coffee house, Gresham st

Davies, David, Canton, near Cardiff, Glamorgan, Contractor. June 27 at 11 at 18, High st, Cardiff. Morgan

Davis, Alfred Pyke, Taunton, Somerset, Architect. June 29 at 12 at the Billetfield House, Taunton. Watts, Yeovil

Davy, John, Bretton, York, Grocer. June 29 at 3 at offices of Draper, Albert rd, Middlesborough

Dover, Robert Charles, Eastcheap, Tea Dealer. July 9 at 11 at offices of Bridgman, College hill

Dunderdale, Thomas, jun, Bradford, York, Worsted Stuff Manufacturer. June 29 at 11 at offices of Wood and Killick, Commercial Bank buildings, Bradford

Einstein, Adolphe, and Edward Barnard Alexander, Birmingham, Plated Jewellery Manufacturers. June 26 at 12 at offices of Fallows, Cherry st, Birmingham

Ensell, Aurelius Theodore, Birmingham, Button Maker. June 30 at 12 at offices of Smith, Ann st, Birmingham

Fitzpatrick, Henry, Oxford terrace, St John's hill, New Wandsworth, Oilman. June 26 at 12 at offices of Haynes, Grecian chambers, Deverenx court, Temple

Fuller, Thomas, Old Jewry, Dealer in Stocks and Shares. June 29 at 12 at offices of Belland Crowder, Victoria buildings, Queen Victoria st

Gellibrand, Edmund, Fowkes' buildings, Great Tower st, Merchant. July 8 at 12 at offices of Harston, Gresham buildings, Guildhall

Green, James, Old Swan, near Liverpool, Boot Maker. June 30 at 2 at offices of Bellringer, North John st, Liverpool

Green, John, Brackley St James, Northampton, Shoemaker. June 30 at 3 at offices of Whitehorn, High st, Banbury

Haglington, William, Dudley, Worcester, Beerhouse Keeper. June 26 at 3 at offices of Warmington, Castle st, Dudley

Hague, Joseph, Stalybridge, Lancashire, Grocer. July 1 at 11 at offices of Buckley, Stamford st, Stalybridge

Haigh, William, Mexborough, York, Furniture Dealer. June 27 at 11 at the Coach and Horses Hotel, Barnsley. Freeman, Barnsley

Hammond, George, Erith, out of business. July 3 at 3 at offices of Tripp, Burleigh st, Strand

Harthan, Isaac, Timberabrook, Congleton, Chester, Silk Throwster. June 29 at 3 at offices of Hand, Church side, Macclesfield

Hermitage, Edward, Lambeth walk, Ironmonger. June 30 at 10 at 104, Westminster Bridge rd

Hewitt, Joseph, Teignmouth, Devon, Grocer. July 3 at 12 at the Queen's Hotel, Teignmouth. Carter and Son, Torquay

Holmes, Frederick, Hill st, Peckham, Proprietor and Manufacturer of the Patent Star Fire Lighter. June 30 at 12 at offices of Moss, Gracechurch st

Jackson, Cobbett, Boston, Lincoln, Coal Merchant. June 30 at 11 at offices of Bean, Boston

Jacobs, John, Hackney rd, Bedding Manufacturer. June 26 at 3 at the Guildhall Coffee house, Gresham st. Cooper, Charing cross

Jasper, Digory Bate, Lezant, near Launceston, Cornwall, Miller. June 22 at 11 at offices of Elworthy and Co, Courtenay st, Plymouth

Jeary, Robert, Norwich, Stationer. June 27 at 11 at offices of Sparrow, Rampant Horse st, Norwich

Jenkinson, Thomas, Preston, Lancashire, Innkeeper. June 25 at 2 at offices of Edelston, Winckley st, Preston

Jubb, Charles Samuel, Rotherham, York, Grocer. June 30 at 12 at the Ship Hotel, Rotherham

Kerr, James Joseph, York st, Church st, Shoreditch, Couch Frame Manufacturer. June 27 at 10 at the Victoria Tavern, Morpeth rd, Bethnal Green. Long, Landsdown terrace, Grove rd, Victoria Park

Laverack, George Edward, London st, Fenchurch st, Engineer. June 26 at 2 at offices of Morphett, Moorgate st

Long, Thomas Blair, Ashford, Kent, Clothier. June 29 at 12 at offices of Ladbury and Co, Cheapside. Hallett and Co, Ashford

Lowndes, Matthew, Congleton, Cheshire, Journeyman Joiner. June 29 at 11 at offices of Cooper, Mill st, Congleton

Machin, George Andrew, Normacott, Stafford, Auctioneer. June 25 at 11 at offices of Welch, Caroline st, Longton

Mahony, John, Huddersfield, York, Furniture Broker. June 25 at 4 at offices of Learoyd and Learoyd, Buxton rd, Huddersfield

Maynard, George Nathan, Whittlesford, Cambridge, Ironmonger. July 3 at 11 at the Green Dragon Hotel, Bishopsgate st Within. Knocker, Great Dunmow

Midgley, William Henry, Luddenden, Halifax, York, Commercial Traveller. June 26 at 4 at offices of Storey, Cheapside, Halifax

Mirls, Frederick, Manchester, Engineer. June 22 at 3 at offices of Shippey, Cooper st, Manchester. Cobbett and Co, Manchester

Mitchell, Sarah Maria, Oatland's Park, Surrey, Grocer. July 1 at 2 at offices of Gwillim, Windsor st, Chertsey

Mulley, John, Redhill, Surrey, Dairyman. June 30 at 3 at offices of Wood and Hare, Basinghall st

Needler, William, Kingston-upon-Hull, Bootmaker. June 23 at 3 at offices of Chambers, Scale lane, Kingston-upon-Hull

Newman, John Joseph, Reading, Berks, Oilman. June 22 at 2 at offices of Howse, Staple inn, Holborn. Morris, Staple inn, Holborn

Nixon, Thomas, Stoke upon-Trent, Stafford, Shoe Manufacturer. June 30 at 3 at the County Court Offices, Glebe st, Stoke-upon-Trent. Tennant, Handley

Norfolk, William, Greenwich, Kent, Wine Merchant. July 2 at 3 at the Guildhall Coffee house, Gresham st. Bristow

Norton, William Bourn, Curtain rd, Shoreditch, Cabinet Brass Founder. June 23 at 10 at offices of Thwaites, Basinghall st. Fulcher, Basinghall st

Oldman, John, Surfleet, Lincoln, Farmer. July 6 at 11 at offices of York, Church st, Boston

Parkes, William Richard, Manchester, Wine Merchant. July 3 at 2.30 at offices of Royle, Cheapside, Manchester

Peckham, William, Bury St Edmund's, Suffolk, Sack Manufacturer. June 30 at 12 at the Guildhall, Bury St Edmund's

Pemberton, Joseph, Birmingham, Plated Jewellery Manufacturer. June 29 at 11 at offices of Powell, Clarendon chambers, Temple st, Birmingham

Pentith, Dennison, Hulme, Manchester, Printer. July 1 at 3 at offices of Burton, King st, Manchester

Peters, William, Old Kent rd, out of business. July 4 at 2 at offices of Evans and Co, John st, Bedford row

Rasp, Alexander Bernard, Gray's inn rd, Diamond Cutter. June 27 at 11 at offices of Evans and Co, John st, Bedford row

Reeve, James Frederick, Nottingham, Stonemason. June 30 at 12 at offices of Everall and Turner, Peter's Church walk, Nottingham

Revis, Comfield Thomas, Edgware rd, Upholsterer. July 6 at 12 at the Guildhall Tavern, Gresham st. Harston, Gresham buildings, Guildhall

Robinson, Henry, Wolverhampton, Stafford, Lockmaker. June 29 at 12 at offices of Turner, Queen's square, Wolverhampton

Sampson, John, Forest Mills, Broadway, Somerset, Miller. June 30 at 3 at the George Hotel, Ilminster. Paull, Ilminster

Sayer, David, Old Buckenham, Norfolk, Miller. June 27 at 12 at the County Court Office, Redwell st

Seed, Morsden Thomas, Halifax, York, Beerhouse Keeper. June 29 at 4 at offices of Storey, Cheapside, Halifax

Smith, John, John Smith, jun, and Robert Smith, Chard, Somerset, Ironfounders. June 27 at 12 at offices of Trenchard and Blake, Registry place, Taunton

Snell, Edwin Charles, Hadleigh, Suffolk, Grocer. July 8 at 12 at offices of Pollard, St Lawrence st, Ipswich

Spence, Samuel, Leeds, Boot Manufacturer. June 25 at 3 at offices of Hardwick, Boar lane, Leeds

Stockdale, Joseph, Birmingham, Draper. June 29 at 11 at offices of Hodgson, Waterloo st, Birmingham

Storey, John Burn, Chorlton-cum-Hardy, Lancashire. June 29 at 3 at offices of Rowley and Co, Clarence buildings, Booth st, Manchester

Talbot, John, Cardiff, Glamorgan, Grocer. June 29 at 1 at offices of Barnard and Co, Albion chambers, Bristol. Griffith, Cardiff

Thomas, Henry, Coventry, Warwick, out of business. June 26 at 3 at 34, Bailey lane, Coventry. Jaques, Birmingham

Thompson, Eli, Birmingham, Glass Cutter. June 29 at 3 at offices of Hodgson's Waterloo st, Birmingham

Thorp, Stephen, Birmingham, Licensed Victualler. June 26 at 10.15 at offices of East, Colmore row, Birmingham

Trussler, Frederick, Walsall, Stafford, Dealer in Sewing Machines. July 2 at 3 at offices of Taylor, Waterloo st, Birmingham. Dale, Birmingham

Vincent, John, Castleford, York, Decorator. June 29 at 12 at the Angel Inn, Wood st, Wakefield. Hardwick, Leeds

Vinsun, John Richard, Mile End rd, Victualler. June 23 at 4 at offices of Wetherfield, Gresham buildings, Guildhall

Walton, John, Pudsey, York, Cloth Manufacturer. June 27 at 12 at offices of Carr, Albion st, Leeds.

Ward, Benjamin, Leeds, Wool Merchant. June 26 at 11 at offices of Routh, Royal Insurance buildings, Leeds. Pullan

Williams, George Blackmore, Chapel Hill, Devon, Painter. June 30 at 2 at the Turk's Hotel, High st, Exeter. Peyton, Exeter

Williams, John, Vernon square, Shop Fitter. June 30 at 11 at offices of Evans and Co, John st, Bedford row

FRIDAY, June 19, 1874.

Abbott, James, Bridgewater, Somerset, Builder. July 3 at 12 at offices of Reed and Cook, King's square, Bridgewater

Abram, James, Kirby, near Liverpool, Farmer. July 3 at 3 at offices of Ponton, Vernon st, Liverpool

Ackary, John George, St Helen's, Lancashire, Joiner. July 3 at 3 at offices of Gibson and Bolland, South John st, Liverpool

Anderson, George Thomas, New Brompton, Kent, Blacksmith. July 6 at 12 at the Admiral Elliot, Crown rd, New Brompton. Denton and Co, Gray's inn square

Atkinson, Thomas Hartley, Askam-in-Furness, Lancashire, Miner. July 8 at 11 at the Temperance Hall, Ulverston. Poole, Ulverston

Baker, John Frederick, Redhill, Surrey, Secretary. July 8 at 2 at offices of Gowin, Coleman st

Beale, Elizabeth, King's Cross rd, Islington, China Dealer. July 1 at 2 at 59, Chancery lane. Greatorex

Beck, James Francis, Blackburn, Lancashire, Looking Glass Maker. July 7 at 12 at offices of Hall and Holland, Northgate, Blackburn

Bedford, Stanley, Tackbrook st, Pimlico, Ironmonger. June 29 at 1 at the Guildhall Coffee house, Gresham st. Pullen, Gresham buildings

Berridge, John Thomas Shemeld, Granby st, Hampstead rd, Builder. July 4 at 12 at 56, Lincoln's inn fields. Briggs

Billingham, George, Ashton Heath, Lancashire, Farmer. July 2 at 11 at offices of Byrom, King st, Wigan

Breedon, John, Birmingham, Locksmith. July 6 at 10.30 at offices of Butler, Moor st, Birmingham

Brightman, James, Hemel Hempstead, Hertford, Grocer. July 1 at 11 at offices of Bullock, Great Berkhamsted

Bush, Thomas Orger, Manuden, Essex, Grocer. July 1 at 11 at the Plume of Feather's Inn, Bishops Stortford. Gee

Carruthers, James, Newcastle-upon-Tyne, Draper. July 6 at 11 at offices of Hodge and Harle, Wellington place, Pilgrim st, Newcastle-upon-Tyne

Clare, Robert, Oswestry, Salop, Coal Dealer. July 8 at 3 at offices of Croxon, Church st, Oswestry. Donne

Cohen, Solomon, White st, Cutler st, Houndsditch, General Dealer. June 30 at 10 at offices of Brighten, Bishopsgate st Without

Collins, John, Halifax, York, Umbrella Maker. July 6 at 3 at offices of Rhodes, Horton st, Halifax

Cosh, Richard Lawrence, Gravesend, Kent, out of business. July 2 at 3 at the Terrace Hotel, Gravesend. Parry, Basinghall st

Davies, William, Birmingham, Electro Plate Manufacturer. July 1 at 12 at offices of Ansell, Temple st, Birmingham

Elphick, Cornelius, Goldhawk rd, Shepherd's Bush, Cheesemonger. July 2 at 3 at offices of Sadler, Moorgate st

Fergusson, Alexander Ivie, Trowbridge, Wilts, Dealer in Tea. July 3 at 1 at offices of Shrapnell, Market house, Trowbridge

Firman, Frederick Paine, Moore Park rd, Fulham, Baker. June 26 at 3 at offices of Ody, Trinity st, Southwark

Ford, William, Cardiff, Glamorgan, Outfitter. July 7 at 11 at 18, High st, Cardiff. Morgan

Fowke, Francis William, Derby, Provision Dealer. July 8 at 12 at offices of Hextall, Albert st, Derby

Frank, Thomas, Scarborough, York, Cordwainer. July 2 at 12 at offices of Spurr, Queen st, Scarborough

Greenwood, Charles, Macclesfield, Cheshire, Blind Maker. July 3 at 3 at the Exchange chambers, Macclesfield. Higginbotham and Barclay, Macclesfield

Halliwell, Mary, Deal, Kent, Draper. July 3 at 11 at offices of Mercer and Co, Queen st, Deal

Hansford, William, Winfrith Newburg, Dorset, Bootmaker. July 3 at 11 at the Antelope Hotel, Dorchester. Howard, Weymouth

Harrison, George, Jackfield, Salop, Innkeeper. July 2 at 4 at offices of Osborne, Madeley

Hirst, Henry, Dewsbury, York, Furniture Broker. July 4 at 11 at the Scarborough Hotel, Dewsbury. Walker

Hobbs, Daniel, Cambridge, Chemist. June 29 at 12 at 2, Silver st, Cambridge. Wayman

Hollis, John, Whippingham, Isle of Wight, Farmer. July 7 at 11 at Warburton's Hotel, Newport. Loughborough and Son, Austin friars

Hoskins, Henry Ribton, Liverpool, Merchant. July 3 at 11 at offices of Miller and Co, Harrington st, Liverpool

Ireland, Charles, Scarborough, Shoemaker. July 8 at 3 at offices of Watts, Huntriss row, Scarborough

Knight, William, Cheltenham, Gloucester, Carver. July 6 at 11 at 56, Regent st, Cheltenham. Chesshyre

Lane, Connor, Burnley, Lancashire, Grocer. July 3 at 3 at offices of Hartley, Nicholas st, Burnley

Latimer, Edward Hugh, and James Hinton Tustin, Oxford, Wine Merchants. June 29 at 2 at offices of Fisher and Hobdell, High st, Oxford

Lavender, Charles, Ramsey, Huntingdon, Saddler. July 4 at 11 at the Wentworth Hotel, Peterborough. Deacon and Wilkins, Peterborough

Leckie, Charles Childerstone, Spalding, Lincoln, Tailor. July 6 at 11 at the Red Lion Inn, Spalding. Percival, Spalding

Leonard, Jonas, Soham, Cambridge, Publican. July 3 at 11 at the Crown Inn, Soham. Rogers, Ely

Lumb, James, Stockton-on-Tees, Durham, Engineer. July 1 at 3 at offices of Draper, Finkle st, Stockton-on-Tees

MacRae, Colin, Great Grimsby, Lincoln, Travelling Draper. July 1 at 12 at offices of Williams, Silver st, Lincoln

Marshman, John, Ashburnham terrace, Cremorne rd, Chelsea, Builder. June 30 at 2 at offices of Martin, Fenchurch st

McGregor, Charles, Kingston-upon-Hull, Corn Merchant. June 29 at 2 at offices of Cunliffe and Beaumont, Chancery lane. Rollit and Sons

Meech, James, Fordington, Dorset, Baker. July 11 at 3 at offices of Burnett, South st, Dorchester

Newton, Thomas, Wednesbury, Stafford, Grocer. July 1 at 11 at the Stork Hotel, Walsall. Bill, Walsall

Pearce, Philip, and Samuel Polden, Richmond gardens, Shepherd's Bush, Builders. June 29 at 11 at 35, Walbrook. Deer, Walbrook

Phillips, Mary Ann, Bristol, Grocer. June 30 at 12 at offices of Sprod, John st, Bristol. Price, Bristol

Pilling, John, Ashton-under-Lyne, Lancashire, Cloth Manufacturer. July 7 at 3 at offices of Addleshaw and Warburton, King st, Manchester

Portman, William, and Edward Wilkinson Holmes, Frome, Somerset, Hat Manufacturers. July 6 at 12 at offices of Baggs and Co, King st, Cheapside

Price, George Brooks, Birmingham, Brass Founder. July 2 at 12 at offices of Pointon, Edmund st, Birmingham

Pritchard, John, Guerwen, Anglesey, Builder. July 3 at 2 at the British Hotel, Bangor. Roberts, Llangefni

Reid, Thomas Lockhart, Crewe Town, Chester, Fruiterer. July 4 at 3 at the Temple chambers, Oak st, Crewe Town. Cooke

Riley, William Firth, and James, Read Horner, Brighouse, York. July 3 at 3 at offices of Rhodes, Horton st, Halifax

Rowley, John, Wood Eaves, Salop, Farmer. July 6 at 2 at offices of Moody, Bank chambers, Corn market, Derby

Sanders, Frederick de Veulle, Paignton, Devon, Commander R.N. July 3 at 11 at offices of Hirtzel, Queen st, Exeter

Seward, William, Cambridge rd, Hammersmith, House Agent. June 27 at 12 at offices of Allcock, Southerton rd, Hammersmith

Smith, Henry Hayward, Great Cornard, Suffolk, Carpenter. July 7 at 11 at the Rose and Crown Hotel, Sudbury. Canham, Sudbury

Street, Elizabeth, Exeter, Furniture Broker. June 30 at 3 at the Athenæum, Bedford circus, Exeter. Gidley, Exeter

Thomas, John, and William Harris Thomas, Carmarthen, Printers. June 30 at 10.15 at offices of Green and Griffiths, St Mary st, Carmarthen

Tomlinson, William, Kingston-upon-Hull, Bootmaker. June 30 at 12 at offices of Stead and Sibree, Bishop lane, Kingston-upon-Hull

Tysoe, Charles, Glendall st, Shepherd's lane, Brixton, Builder. July 1 at 3 at offices of Brunskill, Great James st, Bedford row

Veness, Joseph, Hastings, Sussex, Grocer. June 29 at 12 at the Law Institution, Chancery lane. Jones, Hastings

Walker, William, jun, Runcorn, Chester, General Merchant. July 6 at 3 at offices of Bretherton, Bank st, Warrington

Waters, Thomas, Troedyrhiw, Glamorgan, Timber Merchant. July 6 at 12 at offices of James, High st, Merthyr Tydfil. James

Weston, Henry Adams, West Gorton, Lancashire, Joiner. July 9 at 3 at offices of Barling, Townhall buildings, King st, Manchester

Williams, Benjamin Rees, Merthyr Tydfil, Glamorgan, Draper. July 1 at 12 at offices of Beddoe, Victoria st, Merthyr Tydfil

Williams, Jane, Llanddeusant, Anglesey, Draper. June 30 at 2 at the British Hotel, Bagnor. Roose, Amlwich

Wilson, Edward, Epping, Essex, Baker. June 29 at 2 at offices of Metcalfe, Epping

Wise, Thomas, and William Gee, jun, Boston, Lincoln, Bankers. July 7 at 2 at the Assembly Rooms, Boston. Kearsey, Old Jewry

Woodcock, Thomas, Little Bromwich, Warwick, Grocer. July 1 at 11 at offices of Foster, Bennett's hill, Birmingham

Wright, Richard, Wood st, Spitalfields, Toy Manufacturer. June 29 at 2 at 35, Walbrook. Deere, Walbrook

TUESDAY, June 23, 1874.

Abbott, John, Blackburn, Lancashire, Hatter. July 9 at 1 at the White Bear Hotel, Piccadilly, Manchester. Hall and Holland, Blackburn

Adames, Charles Henry, Birmingham, Hollow Ware Manufacturer. July 9 at 12 at the Queen's Hotel, Birmingham. Sanders and Smith, Birmingham

Austen, Walter Crees, Southampton, Chemist. July 1 at 11 at offices of Edmonds and Co, High st, Southampton. Deacon, Southampton

Ayers, John, Bexley Heath, Kent, Draper. July 7 at 3 at offices of Burton, Serjeant's inn, Fleet st

Balfour, John Lucas, Allhallows chambers, Lombard st, Financial Agent. July 7 at 12 at offices of Sheffield and Sons, Lime st

Ballantyne, Archibald, Edmond's place, Shepherdess walk, City rd, Manufacturer. July 3 at 1 at offices of Cattlin, Guildhall yard

Barber, Edwin Hobson, Wakefield, York, Linen Draper. July 7 at 3 at the Foresters' Room, Crown court, Wakefield. Wainwright and Co, Wakefield

Barnes, Henry, and Henry James Barnes, Lichfield st, Soho, Timber Merchants. July 2 at 11 at offices of Stollard, Chancery lane

Barr, Benjamin Sidney, Leeds, out of business. July 4 at 10 at offices of Rhodes, Duke st, Bradford

Bedford, Thomas, Horsham, Sussex Solicitor. July 7 at 2 at the King's Head Hotel, Horsham. Black and Co, Brighton

Blount, William, Swanwick, Derby, Grocer. July 7 at 3 at offices of Briggs, Full st, Derby

Bowker, John, Huddersfield, York, Grocer. July 6 at 2.30 at the County Court, Queen st, Huddersfield. Sykes and Berry

Bromley, David, Warrington, Lancashire, Bookseller. July 7 at 2.30 at the Lion Hotel, Bridge st, Warrington. Ridgway

Buckby, Thomas, Gravel lane, Southwark, out of business. July 1 at 10 at offices of Goatly, Westminster bridge rd

Burgess, Richard, Great Yarmouth, Norfolk, Licensed Victualler. July 9 at 12 at offices of Blake, Hall Quay chambers, Great Yarmouth. Palmer, Great Yarmouth

Caddick, John, Brighton, Sussex, Ironmonger's Assistant. July 6 at 12 at offices of Stuckey, North st, Brighton

Callaway, James, and George Callaway, Stratford-upon-Avon, Warwick, Builders. July 8 at 11 at the Falcon Tavern, Chapel st, Stratford-upon-Avon. Lane

Campbell, Archibald, Newcastle-upon-Tyne, Bookseller. July 6 at 2 at offices of Wallace, Dean st, Newcastle-upon-Tyne

Chadwick, Bevers, Batley Carr, York, Shoddy Merchant. July 7 at 3 at the Station Hotel, Batley. Ibberson, Dewsbury

Chard, Vincent, Threadneedle st, Stockbroker. July 7 at 2 at the Guildhall Hotel, Gresham st. Rooke and Co, King st, Cheapside

Chester, Edward, Beech st, Barbican, Sewing Machine Manufacturer. July 9 at 2 at offices of Hunter, London wall. Fulcher, London wall

Clemson, Thomas, Newcastle-under-Lyme, Stafford, Draper. July 2 at 3 at the Home Trade Association Rooms, 8, York st, Manchester. Slaney and Son, Newcastle-under-Lyme

Cooke, Reuben, Longton, Stafford, Yeast Dealer. July 2 at 11 at offices of Welch, Caroline st, Longton

Crowther, Saville, Huddersfield, York, Waste Merchant. July 2 at 4 at offices of Learoyd and Learoyd, Buxton rd, Huddersfield

Darcey, John, Manchester, Builder. July 15 at 3 at offices of Storer, Fountain st, Manchester
Davies, Mary Ann, Swansea, Glamorgan, Greengrocer. July 10at 11 at offices of Morris, Rutland st, Swansea
Dixon, Samuel, Wolverhampton, Stafford, Commercial Clerk. July 9 at 3 at offices of Ebsworth, Bridge st, Wednesbury
Dyster, Charles, Barking, Essex, Baker. July 7 at 3 at offices of Rawlings, Bishopsgate st Within
Eagling, George Edward, Trafalgar rd, Old Kent rd, Cheesemonger. July 8 at 11 at offices of Hunter, London wall
Ellis, James Henry, Luke Ellis, and Joseph Fenton, Manchester, Cut Nail Makers. July 10 at 3 at offices of Chorlton, Brazennose st, Manchester.
Fatkin, John, Middleton, York, Farmer. July 4 at 11 at offices of Simpson and Burrell, Albion st, Leeds
Franklin, James, Liverpool, Licensed Victualler. July 9 at 12 at offices of Lumb, Moorfields, Liverpool
Frixione, Daniel, Glasshouse st, Regent st, Restaurant Keeper. July 1 at 4 at 9, Lincoln's inn fields. Marshall
Gill, John, Henry Wainwright, and William Gill, Wakefield, York, Machinists. July 7 at 1 at offices of Fernandes and Gill, Cross square, Wakefield
Green, Thomas, Stainforth, York, Innkeeper. July 7 at 2 at offices of Robinson and Robinson, Settle
Hollis, John, Whippingham, Isle of Wight, Farmer. July 7 at 11 at Warburton's Hotel, Newport. Louthborough and Son, Austin Friars
Holroyd, Tom, Burnley, Lancashire, Warp Sizer. July 6 at 3 at offices of Artindale and Artindale, Hargreaves st, Burnley
Honour, John, and Henry Castle, Oxford, Builders. July 7 at 12 at 7, Broad st, Oxford. Hawkins
James, Charles, Birmingham, Gun Implement Maker. July 7 at 11 at offices of Hodgson, Waterloo st, Birmingham
Johnson, Frederick, Eastbourne, Sussex, out of business. July 4 at 10 at the Crown Hotel, Lewes
Jones, George, Oxford, Builder. July 2 at 1 at offices of Swearse, Corn market st, Oxford
Jones, John Robert, Cow Cross st, Smithfield, Twine Dealer. July 6 at 3 at 7, Wilmington square, Clerkenwell
Ladley, George Dempson, and James Walter Ladley, Leeds, Cloth Manufacturers. July 3 at 3 at the Victoria Hotel, Great George's st, Leeds. Snowdon
Langley, James Lake, Little James st, Bedford row, Tailor. July 16 at 3 at offices of Holloway, Ball's Pond rd, Islington. Heathfield, Lincoln's inn fields
Laurence, Martin, Newport, Monmouth, Tailor. July 7 at 1 at offices of Williams and Co, Dock st, Newport
Lawrence, Charles, Romford, Essex, Carter. July 6 at 4 at the Golden Lion, Romford. Aird, Eastcheap
Leach, Francis, Barrow-in-Furness, Lancashire, Author. July 6 at 11 at the Ship Hotel, Barrow-in-Furness. Jackson
Lenney, William, Southampton, Baker. July 3 at 3 at offices of Killby, Portland st, Southampton
Lickley, Anthony, and Edward Lickley, Ripon, York, Contractors. July 6 at 2 at offices of Simpson and Burrell, Albion st, Leeds
Linekar, Elisha Harrio, Kingston-upon-Hull, Surgeon. July 8 at 12 at offices of Carill and Burkinshaw, Parliament st, Kingston-upon-Hull. Moss and Co
May, Thomas, Portscatha, Cornwall, Retired Master Mariner. July 11 at 3 at offices of Genn and Nalder, Church st, Falmouth
McLeod, James, Bradford, York, Woolstapler. July 9 at 12 at offices of Rhodes, Horton st, Halifax
Mercer, John, Tunbridge Wells, Kent, Tailor. July 10 at 3 at offices of Burton, Bedford terrace, Tunbridge Wells
Midgley, Abraham, Preston, Lancashire, Cattle Dealer. July 7 at 2 at offices of Cunliffe and Watson, Winckley st, Preston
Mills, George, jun, Dover, Kent, Mariner. July 4 at 1 at 35, Castle st, Dover. Mowll
Murray, Samuel Gellespie, Old Swan, near Liverpool, Boot Maker. July 7 at 2 at offices of Cotton, South John st, Liverpool
Nayler, Frederick, and Edmund Beeley Smith, Monkwell st, Skirt Manufacturers. July 6 at 2 at offices of Lovering, Gresham st. Jennings, Leadenhall st
Oddy, Samuel, Leeds, Boot Dealer. July 3 at 12 at offices of Whiteley, Albion st, Leeds
Oldacres, Walter, Fradley House, Stafford, Corn Merchant. July 8 at 3 at the Old Crown Inn, Lichfield. Goodger, Burton-on-Trent
Pendred, Catherine Eyton, Newcastle-under-Lyme, Stafford, Dealer in Berlin Wools. July 6 at 11 at offices of Slaney and Son, Newcastle-under-Lyme
Pollitt, Thomas, Manchester, Carter. July 8 at 3 at offices of Dawson, Ridgefield, John Dalton st, Manchester
Rawlings, James, London rd, Clapton, Merchant. July 6 at 12 at offices of Crump, Philpot lane
Riley, Joseph, Halifax, York, Grocer. July 6 at 11 at office of Walshaw, Crown st, Halifax
Roberts, Charles, Lincoln, Painter. July 6 at 11 at offices of Jay, Bank st, Lincoln. Toynbee and Larken, Lincoln
Robinson, George, Bedford st, Strand, Stationer. July 2 at 3 at offices of Button and Co, Henrietta st, Covent garden
Robinson, George Dennett, Strand, Wine and Spirit Merchant. July 10 at 2 at office of Laundy, Cecil st, Strand
Robinson, William, Bradford, York, Builder. July 3 at 11 at 9 Market st, Bedford. Terry and Robinson
Scott, George, West Hartlepool, Durham, Grocer. July 10 at 3 at offices of Bell, Church st, West Hartlepool
Sharp, Mark, and Alfred Kenyon, Leeds, Dyers. July 3 at 2 at offices of Simpson and Burrell, Albion st, Leeds
Smith, Alfred, New Kent rd, Auctioneer. July 8 at 1 at offices of Cattlin, Guildhall yard
Smith, William Metcalfe, Stockton-on-Tees, Durham, Painter. July 6 at 11 at offices of Hunton and Bolsover, High st, Stockton-on-Tees
Spurgin, George, Manchester, Commission Agent. July 6 at 3 at offices of Edwards and Bintliff, Brasennose st, Manchester
Stycke, Henry, Lichfield, Stafford, out of business. July 6 at 11 at offices of Burton, Union passage, Birmingham
Such, Frank, Camp Farm, Worcester, Farmer. July 6 at 3 at offices of Corbet, Church st, Kidderminster
Taylor, Henry Boothroyd, Huddersfield, York, Bootmaker. July 9 at 11 at offices of Bottomley, New st, Huddersfield
Thomas, Alfred, Birmingham, Button Manufacturer. July 2 at 12 at offices of Fallows, Cherry st, Birmingham
Tompkins, John, Brighton, Sussex, Billiard Room Proprietor. July 11 at 11 at office of Goodman, Prince Albert st, Brighton
Tomlinson, James, Ilkley, York, Tailor. July 6 at 3 at office of Fawcett and Malcolm, Park row, Leeds
Townley, Thomas Manners, Palace gate, Kensington, late Captain in 10th Hussars. July 7 at 2 at offices of Bayfus and Bayfus, Lincoln's inn fields
Trevena, William, and Thomas Cock, Budock, Cornwall, Grocers. July 4 at 2.30 at Chapman's King's Arms Hotel, Penryn. Jenkins, Falmouth
Turner, Robert, Norden, Rochdale, Lancashire, Farmer. July 6 at 3 at offices of Standring, The Butts, Rochdale
Wensley, Walter Richard, Bath, Furniture Dealer. July 3 at 11 at offices of Bartrum, Northumberland buildings, Bath
Westlake, John, Lansdale, Bristol, Brewer's Traveller. July 1 at 12 at offices of Pitt, Albion chambers East. Emery, Bristol
Wylie, Robert, Manchester, Commission Merchant. July 8 at 11 at offices of Boote and Edgar, George st, Manchester
Wooldridge, John, Newcastle upon-Tyne, Joiner. July 3 at 3 at offices of Sewell, Grey st, Newcastle-upon-Tyne